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Public Record

October 4, 2007

By UPS overnight mail

Vernon A. Williams, Secretary
Surface Transportation Board
395 E Street, S.W., Suite 1149
Washington, DC 20024

220404

42102

Re: Docket No. NOR-42102, *Railroad Salvage & Restoration, Inc. -- Petition For
Declaratory Order -- Reasonableness Of Demurrage Charges*

Dear Mr. Williams:

Enclosed please find an original and 10 copies of Petition for Declaratory Order, for filing
with the Board in the above referenced matter.

Also enclosed is a check in the amount of \$1,000 for the filing fee.

FILED

OCT 05 2007

Very truly yours,

Tom McFarland

Thomas F. McFarland
Attorney for Petitioner

TMcf:kl:enc:wp8.0\1262\lrrstb1

RECEIVED

BOARD

BEFORE THE
SURFACE TRANSPORTATION BOARD

RAILROAD SALVAGE &
RESTORATION, INC. -- PETITION
FOR DECLARATORY ORDER --
REASONABLENESS OF
DEMURRAGE CHARGES

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DOCKET NO.
NOR-42012

42102

PETITION FOR DECLARATORY ORDER

RAILROAD SALVAGE
& RESTORATION, INC.
c/o Bytha Lee Jackson
626 Byers Avenue
Joplin, MO 64801

Petitioner

DANIEL D. WHITWORTH
WHITWORTH, MCPHERSON
& LONGNECKER, L.L.C.
626 Byers Avenue
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THOMAS F. McFARLAND
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Attorneys for Petitioner

DATE FILED: October 5, 2007

BEFORE THE
SURFACE TRANSPORTATION BOARD

RAILROAD SALVAGE &	)	
RESTORATION, INC -- PETITION	)	
FOR DECLARATORY ORDER --	)	DOCKET NO
REASONABLENESS OF	)	NOR-42012
DEMURRAGE CHARGES	)	
	)	

PETITION FOR DECLARATORY ORDER

Pursuant to 5 U S C § 554(c) and 49 U S C § 721(a), RAILROAD SALVAGE & RESTORATION, INC ("RSR") hereby petitions for an order declaring that collection of certain rail demurrage charges by Missouri & Northern Arkansas Railroad Company, Inc ("MNA") would be an unreasonable practice related to MNA's transportation and service in violation of 49 U S C § 10702(2) ^{1/}

In an order entered on September 27, 2007, in *Missouri & Northern Arkansas Railroad Company, Inc v Railroad Salvage & Restoration, Inc* , USDC, WD, Mo , SW Div , No 07-5017-CV-DW, United States District Judge Dean Whipple referred the following issues to this Board under the primary jurisdiction doctrine

^{1/} 49 U S C § 10702(2) provides as follows

Authority for rail carriers to establish rates, classifications, rules, and practices A rail carrier providing transportation or service subject to the jurisdiction of the Board under this part shall establish reasonable . . . (2) rules and practices on matters related to that transportation or service

. . . whether collection of demurrage charges for the following is an unreasonable practice

- (1) as to cars constructively placed, because Plaintiff failed to provide timely notices of such placement,
- (2) as to private cars held on private tracks, because such cars are excepted from demurrage charges,
- (3) as to all cars, because Plaintiff wrongly assessed demurrage charges
 - (a) on cars held in Plaintiff's yard in anticipation of car orders not yet made by Defendant,
 - (b) on cars that Defendant was able to receive, but which were not delivered because of Plaintiff's own disability, and
 - (c) on cars for which Plaintiff does not have adequate proof of dates of actual or constructive placement and/or release

A copy of Judge Whipple's order is attached to this Petition as Appendix 1

Also appended to this Petition are copies of the following documents from the Court's file

Appendix 2 - Amended Complaint

Appendix 3 - Answer to Amended Complaint

RSR hereby respectfully suggests that the Board implement the following procedural schedule to govern proceedings in relation to this Petition

Procedural Schedule

Day 1	-	Petition for Declaratory Order filed
Day 90	-	Discovery concluded
Day 120	-	RSR's Opening Statement Due
Day 150	-	MNA's Statement Due
Day 165	-	RSR's Reply Statement Due

WHEREFORE, the Board should institute a proceeding in response to this Petition and adopt the Procedural Schedule set out above

Respectfully submitted,

RAILROAD SALVAGE
& RESTORATION, INC
c/o Bytha Lee Jackson
626 Byers Avenue
Joplin, MO 64801

Petitioner

Thomas F McFarland

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Attorneys for Petitioner

DATE FILED October 5, 2007

APPENDIX 1

**MISSOURI & NORTHERN ARKANSAS
RAILROAD COMPANY, INC.,**

Plaintiff,

V

**RAILROAD SALVAGE & RESTORATION,
INC ,****Defendant**

No 07-5017-CV-SE-DW

ORDER

Before the Court is Defendant's Motion for Referral to Surface Transportation Board (the "STB") and for Stay of the Proceedings (Doc 16)

The doctrine of primary jurisdiction permits a court to refer to an agency for determination of an issue which would impact the uniformity of the regulated field and over which the agency has special expertise DeBruce Grain, Inc. v Union Pac R R, 149 F 3d 787 (8th Cir 1998) While there is no fixed formula for the primary jurisdiction doctrine, the question courts must consider is whether the reason for the doctrine's existence, uniformity in statutory and regulatory construction, utilization of the agency's specialized knowledge, and the existence of policy considerations, are present Atlantis Express, Inc v Standard Transp Servs, Inc, 955 F 2d 529, 533 (8th Cir 1992)

Defendant here asks the Court to refer to the STB the decision of whether collection of demurrage charges for the following is an unreasonable practice

"(1) as to cars constructively placed, because Plaintiff failed to provide timely notices of such placement,

(2) as to private cars held on private tracks, because such cars are excepted from demurrage charges,

(3) as to all cars, because Plaintiff wrongly assessed demurrage charges

(a) on cars held in Plaintiff's yard in anticipation of car orders not yet made by Defendant,

(b) on cars that Defendant was able to receive, but which were not delivered because of Plaintiff's own disability, and

(c) on cars for which Plaintiff does not have adequate proof of dates of actual or constructive placement and/or release "

Numerous other courts have referred resolution of similar demurrage issues to the STB See The Springfield Terminal Railway Company v Fore River Warehousing and Storage Co, Inc., 2007 U S Dist LEXIS 60200 (D Me 2007)(collecting cases), Union Pac R R v FMC Corp., 2000 U S Dist LEXIS 1019 (E D Pa 2000) ("The Court concludes that the issue of the reasonability of a railroad's practice falls squarely within the primary jurisdiction of the STB "), Illinois Central Railroad v South TEC Development Warehouse v R R Donnelley & Sons Comp., 1999 U S Dist LEXIS 11222 (N D Il. 1999)

For the reasons stated in those cases and for the reasons of uniformity and of agency expertise, the STB is the best decision maker of the above listed issues See DeBruce Grain, Inc., 149 F 3d at 789

The Court hereby GRANTS Defendant's Motion for Referral. This matter is stayed and referred to the Surface Transportation Board for consideration of the above listed issues.

Date September 27, 2007

/s/ Dean Whipple
Dean Whipple
United States District Judge

APPENDIX 2

5 Defendant's obligations to plaintiff, from January 1, 2000 through July 31, 2005, arose under Railtex Demurrage Tariff RATX 6001 (hereinafter "RATX 6001") "RATX 6001" is attached hereto and incorporated herein as "Exhibit 1"

6 Pursuant to "RATX 6001", Item 470(A)

"Demurrage is assessed at the rate of \$50 00 per car per day for all time in excess of 24 hours for loading or 48 hours for unloading from the first 0001 hours after tender until release " "Exhibit 1"

7 In January of 2005, defendant was assessed demurrage charges in the amount of \$4,700 00 These charges include

- a Car Number 6579 for 20 days at \$50 00 a day,
- b Car Number 501156 for 10 days at \$50 00 a day,
- c Car Number 951103 for 3 days at \$50 00 a day,
- d Car Number 951185 for 16 days at \$50 00 a day,
- e Car Number 310708 for 3 days at \$50 00 a day,
- f Car Number 642833 for 11 days at \$50 00 a day,
- g Car Number 560470 for 4 days at \$50 00 a day,
- h Car Number 641181 for 5 days at \$50 00 a day,
- i Car Number 641509 for 2 days at \$50 00 a day,
- j Car Number 310066 for 10 days at \$50 00 a day,
- k Car Number 526647 for 7 days at \$50 00 a day,
- l Car Number 10362 for 5 days at \$50 00 a day

8 In February of 2005, defendant was assessed demurrage charges in the amount of \$6,900 00 Those charges include

- a Car Number 501135 for 30 days at \$50 00 a day,
- b Car Number 128088 for 17 days at \$50 00 a day,
- c Car Number 137370 for 8 days at \$50 00 a day,
- d Car Number 650872 for 8 days at \$50 00 a day,
- e Car Number 526142 for 9 days at \$50 00 a day,
- f Car Number 66510 for 8 days at \$50 00 a day,
- g Car Number 577586 for 11 days at \$50 00 a day,
- h Car Number 340232 for 1 day at \$50 00 a day,
- i Car Number 323019 for 11 days at \$50 00 a day,
- j Car Number 300007 for 13 days at \$50 00 a day,
- k Car Number 337765 for 15 days at \$50 00 a day,
- l Car Number 650964 for 4 days at \$50 00 a day,

m Car Number 340090 for 4 days at \$50 00 a day

9 In March of 2005, defendant was assessed demurrage charges in the amount of \$8,400 00 Those charges include

a Car Number 137284 for 14 days at \$50 00 a day,
b Car Number 526641 for 12 days at \$50 00 a day,
c Car Number 340096 for 5 days at \$50 00 a day,
d Car Number 350331 for 3 days at \$50 00 a day,
e Car Number 330169 for 8 days at \$50 00 a day,
f Car Number 10326 for 4 days at \$50 00 a day,
g Car Number 641522 for 8 days at \$50 00 a day,
h Car Number 641894 for 7 days at \$50 00 a day,
i Car Number 642542 for 1 day at \$50 00 a day,
j Car Number 10227 for 3 days at \$50 00 a day,
k Car Number 481 for 19 days at \$50 00 a day,
l Car Number 526647 for 31 days at \$50 00 a day,
m Car Number 651358 for 2 days at \$50 00 a day,
n Car Number 6564 for 10 days at \$50 00 a day,
o Car Number 6582 for 6 days at \$50 00 a day,
p Car Number 365028 for 11 days at \$50 00 a day,
q Car Number 287084 for 6 days at \$50 00 a day,
r Car Number 360222 for 6 days at \$50 00 a day,
s Car Number 320297 for 6 days at \$50 00 a day,
t Car Number 650587 for 6 days at \$50 00 a day

10 In April of 2005, defendant was assessed demurrage charges in the amount of \$13,900 00 Those charges include

a Car Number 3186 for 21 days at \$50 00 a day,
b Car Number 6551 for 21 days at \$50 00 a day,
c Car Number 6557 for 34 days at \$50 00 a day,
d Car Number 6561 for 37 days at \$50 00 a day,
e Car Number 6581 for 34 days at \$50 00 a day,
f Car Number 6599 for 26 days at \$50 00 a day,
g Car Number 360228 for 14 days at \$50 00 a day,
h Car Number 526142 for 2 days at \$50 00 a day,
i Car Number 10362 for 25 days at \$50 00 a day,
j Car Number 641855 for 27 days at \$50 00 a day,
k Car Number 128046 for 4 days at \$50 00 a day,
l Car Number 365122 for 4 days at \$50 00 a day,
m Car Number 10226 for 2 days at \$50 00 a day,
n Car Number 10227 for 5 days at \$50 00 a day,

- o Car Number 526641 for 9 days at \$50 00 a day,
- p Car Number 360229 for 1 day at \$50 00 a day,
- q Car Number 360279 for 1 day at \$50 00 a day,
- r Car Number 137077 for 2 days at \$50 00 a day,
- s Car Number 365132 for 1 day at \$50 00 a day,
- t Car Number 229926 for 8 days at \$50 00 a day

11 In May of 2005, defendant was assessed demurrage charges in the amount of \$2,700 00 Those charges include

- a Car Number 360227 for 1 day at \$50 00 a day,
- b Car Number 6578 for 4 days at \$50 00 a day,
- c Car Number 651369 for 2 days at \$50 00 a day,
- d Car Number 365026 for 4 days at \$50 00 a day,
- e Car Number 128088 for 14 days at \$50 00 a day,
- f Car Number 137114 for 6 days at \$50 00 a day,
- g Car Number 295284 for 15 days at \$50 00 a day,
- h Car Number 297008 for 8 days at \$50 00 a day

12 In June of 2005, defendant was assessed demurrage charges in the amount of \$10,800 00 Those charges include

- a Car Number 651295 for 41 days at \$50 00 a day,
- b Car Number 10362 for 28 days at \$50 00 a day,
- c Car Number 10226 for 5 days at \$50 00 a day,
- d Car Number 526647 for 7 days at \$50 00 a day,
- e Car Number 10227 for 25 days at \$50 00 a day,
- f Car Number 526641 for 20 days at \$50 00 a day,
- g Car Number 951106 for 1 day at \$50 00 a day,
- h Car Number 951106 for 89 days at \$50 00 a day

13 In July of 2005, defendant was assessed demurrage charges in the amount of \$7,150 00 Those charges include

- a Car Number 295202 for 52 days at \$50 00 a day,
- b Car Number 297144 for 52 days at \$50 00 a day,
- c Car Number 430 for 2 days at \$50 00 a day,
- d Car Number 437 for 4 days at \$50 00 a day,
- e Car Number 400 for 5 days at \$50 00 a day,
- f Car Number 408 for 11 days at \$50 00 a day,
- g Car Number 409 for 12 days at \$50 00 a day,
- h Car Number 422 for 4 days at \$50 00 a day,

i Car Number 360037 for 2 days at \$50 00 a day,
J Car Number 360085 for 3 days at \$50 00 a day

14 "RATX 6001", Item 470(J), states that plaintiff may initiate and pursue the following actions

"(1) Assess an additional charge of an amount not to exceed one (1) percent per month of the unpaid charges " "Exhibit 1"

15 Defendant has not paid the \$54,550 in demurrage charges which were assessed from January 2005 through July 2005, as outlined in paragraphs 7 through 13 above, has breached its obligations under "RATX 6001" and therefore plaintiff is entitled to interest as provided by Item 470(J)(1)

16 As provided in "RATX 6001" Item 470(J)(1), Defendant's unpaid demurrage charges have now accrued interest in the amount of \$11,361 00 Those interest charges include

a)	January, 2005	\$1,128 00
b)	February, 2005	\$1,587 00
c)	March, 2005	\$1,848 00
d)	April, 2005	\$2,919 00
e)	May, 2005	\$ 540 00
f)	June, 2005	\$2,052 00
g)	July, 2005	\$1,287 00

17 "RATX 6001", Item 470(J)(2) provides for the collection of legal costs associated with bringing this action Item 470(J) states that plaintiff may initiate and pursue the following actions

(2) "Assess an additional charge equal to "Railroad" legal and collection agency costs associated with each adverse collection " "Exhibit 1"

Therefore, Plaintiff prays for judgment for the unpaid demurrage charges in the amount of \$54,550 00, for interest which has now accrued in the amount of \$11,361, for interest which continues to accrue at a rate of 1% per month, and for its attorney fees

associated in pursuing this action

COUNT II
Defendant's Beach of its Obligations Under
Missouri & Northern Arkansas Railroad Freight Tariff MNA 6001

18 Plaintiff thereby incorporates paragraphs 1-17 as though set forth fully therein

19 Defendant's obligations to plaintiff, from August 1, 2005 through July 24, 2006, arose under Missouri & Northern Arkansas Railroad Freight Tariff MNA 6001 (hereinafter "MNA 6001") "MNA 6001" is attached hereto and incorporated herein as "Exhibit 2"

20 Pursuant to "MNA 6001", Item 500(A)

"Demurrage is assessed at the rate of \$65 00 per car per day for all time in excess of 24 hours for loading or 48 hours for unloading from the first 0001 hours after tender until release " "Exhibit 2"

21 In August of 2005, defendant was assessed demurrage charges in the amount of \$10,985 00 Those charges include

a	Car Number 6507 for 10 days at \$65 00 a day,
b	Car Number 6577 for 10 days at \$65 00 a day,
c	Car Number 360111 for 10 days at \$65 00 a day,
d	Car Number 389 for 8 days at \$65 00 a day,
e	Car Number 402 for 9 days at \$65 00 a day,
f	Car Number 445 for 1 day at \$65 00 a day,
g	Car Number 360369 for 21 days at \$65 00 a day,
h	Car Number 297103 for 16 days at \$65 00 a day,
i	Car Number 360091 for 21 days at \$65 00 a day,
j	Car Number 340526 for 21 days at \$65 00 a day,
k	Car Number 526641 for 23 days at \$65 00 a day,
l	Car Number 360144 for 5 days at \$65 00 a day,
m	Car Number 365094 for 6 days at \$65 00 a day,
n	Car Number 360286 for 3 days at \$65 00 a day,
o	Car Number 650399 for 3 days at \$65 00 a day,
p	Car Number 391 for 2 days at \$65 00 a day

22 In September of 2005, defendant was assessed demurrage charges in the amount of \$10,010 00 Those charges include

a	Car Number 360343 for 9 days at \$65 00 a day,
b	Car Number 375060 for 9 days at \$65 00 a day,
c	Car Number 295274 for 8 days at \$65 00 a day,
d	Car Number 360204 for 4 days at \$65 00 a day,
e	Car Number 651196 for 4 days at \$65 00 a day,
f	Car Number 360361 for 3 day at \$65 00 a day,
g	Car Number 137028 for 3 days at \$65 00 a day,
h	Car Number 137247 for 3 days at \$65 00 a day,
i	Car Number 137330 for 5 days at \$65 00 a day,
j	Car Number 651346 for 6 days at \$65 00 a day,
k	Car Number 360669 for 6 days at \$65 00 a day,
m	Car Number 560575 for 5 days at \$65 00 a day,
n	Car Number 510152 for 14 days at \$65 00 a day,
o	Car Number 651216 for 7 days at \$65 00 a day,
p	Car Number 651322 for 10days at \$65 00 a day
q	Car Number 70443 for 12 days at \$65 00 a day,
r	Car Number 513046 for 8 days at \$65 00 a day,
s	Car Number 513101 for 11 days at \$65 00 a day,
t	Car Number 360315 for 8 days at \$65 00 a day,
u	Car Number 137280 for 10 days at \$65 00 a day,
v	Car Number 340625 for 10 days at \$65 00 a day

23 In October of 2005, defendant was assessed demurrage charges in the amount of \$8,125 00 Those charges include

a	Car Number 360054 for 9 days at \$65 00 a day,
b	Car Number 360111 for 12 days at \$65 00 a day,
c	Car Number 87020 for 5 days at \$65 00 a day,
d	Car Number 360095 for 7 days at \$65 00 a day,
e	Car Number 137362 for 13 days at \$65 00 a day,
f	Car Number 650514 for 12 days at \$65 00 a day,
g	Car Number 360091 for 10 days at \$65 00 a day,
h	Car Number 641883 for 7 days at \$65 00 a day,
i	Car Number 340611 for 3 days at \$65 00 a day,
j	Car Number 10286 for 4 days at \$65 00 a day,
k	Car Number 360206 for 6 days at \$65 00 a day,
l	Car Number 360359 for 7 days at \$65 00 a day,
m	Car Number 526647 for 3 days at \$65 00 a day,
n	Car Number 651297 for 4 days at \$65 00 a day,
o	Car Number 652506 for 4 days at \$65 00 a day

- p Car Number 365121 for 6 days at \$65 00 a day,
- q Car Number 287089 for 7 days at \$65 00 a day,
- r Car Number 360363 for 3 days at \$65 00 a day,
- s Car Number 650140 for 4 days at \$65 00 a day

24 In November of 2005, defendant was assessed demurrage charges in the amount of \$18,200 00 Those charges include

- a Car Number 360201 for 34 days at \$65 00 a day,
- b Car Number 54004 for 15 days at \$65 00 a day,
- c Car Number 54028 for 14 days at \$65 00 a day,
- d Car Number 56171 for 14 days at \$65 00 a day,
- e Car Number 360249 for 24 days at \$65 00 a day,
- f Car Number 650808 for 30 days at \$65 00 a day,
- g Car Number 650878 for 25 days at \$65 00 a day,
- h Car Number 10226 for 20 days at \$65 00 a day,
- i Car Number 10462 for 20 days at \$65 00 a day,
- j Car Number 10493 for 7 days at \$65 00 a day,
- k Car Number 55234 for 28 days at \$65 00 a day,
- l Car Number 60209 for 18 days at \$65 00 a day,
- m Car Number 651257 for 31 days at \$65 00 a day

25 In December of 2005, defendant was assessed demurrage charges in the amount of \$13,715 00 Those charges include

- a Car Number 60288 for 21 days at \$65 00 a day,
- b Car Number 360222 for 39 days at \$65 00 a day,
- c Car Number 360239 for 33 days at \$65 00 a day,
- d Car Number 360202 for 12 days at \$65 00 a day,
- e Car Number 137156 for 12 days at \$65 00 a day,
- f Car Number 340623 for 4 days at \$65 00 a day,
- g Car Number 360278 for 12 days at \$65 00 a day,
- h Car Number 650795 for 44 days at \$65 00 a day,
- i Car Number 372010 for 4 days at \$65 00 a day,
- j Car Number 365045 for 3 days at \$65 00 a day,
- k Car Number 10493 for 12 days at \$65 00 a day,
- l Car Number 287003 for 2 days at \$65 00 a day,
- m Car Number 375038 for 2 days at \$65 00 a day,
- n Car Number 365195 for 3 days at \$65 00 a day,
- o Car Number 287096 for 4 days at \$65 00 a day,
- p Car Number 650691 for 5 days at \$65 00 a day

26 In January of 2006, defendant was assessed demurrage charges in the amount of \$12,740 00 Those charges include

a	Car Number 360237 for	3 days at \$65 00 a day,
b	Car Number 360306 for	5 days at \$65 00 a day,
c	Car Number 360325 for	5 days at \$65 00 a day,
d	Car Number 360356 for	97 days at \$65 00 a day,
e	Car Number 137053 for	8 days at \$65 00 a day,
f	Car Number 137096 for	12 days at \$65 00 a day,
g	Car Number 137113 for	7 days at \$65 00 a day,
h	Car Number 137224 for	5 days at \$65 00 a day,
i	Car Number 10493 for	3 days at \$65 00 a day,
j	Car Number 443 for	4 days at \$65 00 a day,
k	Car Number 650048 for	6 days at \$65 00 a day,
l	Car Number 650673 for	7 days at \$65 00 a day,
m	Car Number 650891 for	5 days at \$65 00 a day,
n	Car Number 651312 for	3 days at \$65 00 a day,
o	Car Number 651351 for	7 days at \$65 00 a day,
p	Car Number 419 for	6 days at \$65 00 a day,
q	Car Number 365090 for	3 days at \$65 00 a day,
r	Car Number 365150 for	5 days at \$65 00 a day,
s	Car Number 365158 for	5 days at \$65 00 a day

27 In February of 2006, defendant was assessed demurrage charges in the amount of \$16,575 00 Those charges include

a	Car Number 360304 for	7 days at \$65 00 a day,
b	Car Number 137105 for	7 days at \$65 00 a day,
c	Car Number 651145 for	8 days at \$65 00 a day,
d	Car Number 350274 for	1 day at \$65 00 a day,
e	Car Number 643091 for	1 day at \$65 00 a day,
f	Car Number 643366 for	4 days at \$65 00 a day,
g	Car Number 339155 for	4 days at \$65 00 a day,
h	Car Number 350182 for	4 days at \$65 00 a day,
i	Car Number 643421 for	6 days at \$65 00 a day,
j	Car Number 97639 for	3 days at \$65 00 a day,
k	Car Number 295201 for	7 days at \$65 00 a day,
l	Car Number 297129 for	7 days at \$65 00 a day,
m	Car Number 297180 for	7 days at \$65 00 a day,
n	Car Number 416 for	2 days at \$65 00 a day,
o	Car Number 350210 for	11 days at \$65 00 a day,
p	Car Number 642292 for	11 days at \$65 00 a day,
q	Car Number 956046 for	8 days at \$65 00 a day,

r Car Number 287001 for 19 days at \$65 00 a day,
s Car Number 295092 for 15 days at \$65 00 a day,
t Car Number 66467 for 12 days at \$65 00 a day,
u Car Number 641229 for 13 days at \$65 00 a day,
v Car Number 641056 for 2 days at \$65 00 a day,
w Car Number 641425 for 5 days at \$65 00 a day,
x Car Number 642368 for 7 days at \$65 00 a day,
y Car Number 360243 for 35 days at \$65 00 a day,
z Car Number 340213 for 22 days at \$65 00 a day,
aa Car Number 641263 for 21 days at \$65 00 a day,
bb Car Number 340177 for 5 days at \$65 00 a day,
cc Car Number 650370 for 5 days at \$65 00 a day

28 In March of 2006, defendant was assessed demurrage charges in the amount of \$12,220 00 Those charges include

a Car Number 287058 for 8 days at \$65 00 a day,
b Car Number 641510 for 1 days at \$65 00 a day,
c Car Number 741029 for 6 days at \$65 00 a day,
d Car Number 642687 for 8 days at \$65 00 a day,
e Car Number 338027 for 7 days at \$65 00 a day,
f Car Number 501193 for 3 days at \$65 00 a day,
g Car Number 340299 for 4 days at \$65 00 a day,
h Car Number 10493 for 10 days at \$65 00 a day,
i Car Number 641960 for 1 day at \$65 00 a day,
j Car Number 329716 for 2 days at \$65 00 a day,
k Car Number 518231 for 4 days at \$65 00 a day,
l Car Number 338030 for 4 days at \$65 00 a day,
m Car Number 152034 for 9 days at \$65 00 a day,
n Car Number 640446 for 3 days at \$65 00 a day,
o Car Number 516277 for 9 days at \$65 00 a day,
p Car Number 517905 for 9 days at \$65 00 a day,
q Car Number 519231 for 9 days at \$65 00 a day,
r Car Number 650190 for 4 days at \$65 00 a day,
s Car Number 518349 for 6 days at \$65 00 a day,
t Car Number 643729 for 5 days at \$65 00 a day,
u Car Number 97066 for 5 days at \$65 00 a day,
v Car Number 97569 for 6 days at \$65 00 a day,
w Car Number 340165 for 7 days at \$65 00 a day,
x Car Number 340536 for 5 days at \$65 00 a day,
y Car Number 337613 for 12 days at \$65 00 a day,
z Car Number 340167 for 8 days at \$65 00 a day,
aa Car Number 641752 for 6 days at \$65 00 a day,
bb Car Number 6118 for 6 days at \$65 00 a day,
cc Car Number 295160 for 12 days at \$65 00 a day,

dd Car Number 339193 for 6 days at \$65 00 a day,
cc Car Number 516133 for 3 days at \$65 00 a day

29 In April of 2006, defendant was assessed demurrage charges in the amount
of \$20,995 00 Those charges include

a Car Number 320392 for 14 days at \$65 00 a day,
b Car Number 519272 for 6 days at \$65 00 a day,
c Car Number 295278 for 27 days at \$65 00 a day,
d Car Number 297195 for 28 days at \$65 00 a day,
e Car Number 651359 for 16 days at \$65 00 a day,
f Car Number 137053 for 4 days at \$65 00 a day,
g Car Number 137293 for 4 days at \$65 00 a day,
h Car Number 650296 for 4 days at \$65 00 a day,
i Car Number 651376 for 6 days at \$65 00 a day,
j Car Number 360302 for 7 days at \$65 00 a day,
k Car Number 427 for 2 days at \$65 00 a day,
l Car Number 435 for 2 days at \$65 00 a day,
m Car Number 287074 for 4 days at \$65 00 a day,
n Car Number 128099 for 3 days at \$65 00 a day,
o Car Number 650040 for 4 days at \$65 00 a day,
p Car Number 511947 for 1 day at \$65 00 a day,
q Car Number 512460 for 1 day at \$65 00 a day,
r Car Number 360204 for 20 days at \$65 00 a day,
s Car Number 360229 for 24 days at \$65 00 a day,
t Car Number 137012 for 5 days at \$65 00 a day,
u Car Number 10493 for 22 days at \$65 00 a day,
v Car Number 365086 for 23 days at \$65 00 a day,
w Car Number 16288 for 4 days at \$65 00 a day,
x Car Number 640853 for 4 days at \$65 00 a day,
y Car Number 66462 for 43 days at \$65 00 a day,
z Car Number 323096 for 44 days at \$65 00 a day,
aa Car Number 640648 for 1 day at \$65 00 a day

30 In May of 2006, defendant was assessed demurrage charges in the amount
of \$8,775 00 Those charges include

a Car Number 650327 for 2 days at \$65 00 a day,
b Car Number 650522 for 2 days at \$65 00 a day,
c Car Number 650536 for 2 days at \$65 00 a day,
d Car Number 651146 for 2 days at \$65 00 a day,

- e Car Number 350170 for 13 days at \$65 00 a day,
- f Car Number 128041 for 8 days at \$65 00 a day,
- g Car Number 297079 for 55 days at \$65 00 a day,
- h Car Number 340545 for 11 days at \$65 00 a day,
- i Car Number 642045 for 4 days at \$65 00 a day,
- j Car Number 650444 for 4 days at \$65 00 a day,
- k Car Number 350233 for 5 days at \$65 00 a day,
- l Car Number 650392 for 12 days at \$65 00 a day,
- m Car Number 340669 for 12 days at \$65 00 a day,
- n Car Number 10493 for 4 days at \$65 00 a day

31 In June of 2006, defendant was assessed demurrage charges in the amount of \$4,550 00 Those charges include

- a Car Number 360242 for 4 days at \$65 00 a day,
- b Car Number 137006 for 4 days at \$65 00 a day,
- c Car Number 137142 for 6 days at \$65 00 a day,
- d Car Number 651264 for 6 days at \$65 00 a day,
- e Car Number 10493 for 19 days at \$65 00 a day,
- f Car Number 55546 for 16 days at \$65 00 a day,
- g Car Number 27185 for 16 days at \$65 00 a day

32 In July of 2006, defendant was assessed demurrage charges in the amount of \$3,315 00 Those charges include

- a Car Number 287051 for 5 days at \$65 00 a day,
- b Car Number 360313 for 14 days at \$65 00 a day,
- c Car Number 137277 for 13 days at \$65 00 a day,
- d Car Number 365032 for 4 days at \$65 00 a day,
- e Car Number 365190 for 6 days at \$65 00 a day,
- f Car Number 98723 for 9 days at \$65 00 a day

33 "MNA 6001", Item 90 states that when defendant fails to pay for assessed demurrage, MNA may assess an additional charge equal to the greater of an amount not to exceed two (2) percent per month of the unpaid charge or the highest rate allowed by law "Exhibit 2"

34 Defendant has not paid the \$140,140 00 in demurrage charges assessed from August 1, 2005 through July 24, 2006 as outlined in paragraphs 22 – 32 above, has breached its obligations under “MNA 6001”, Item 500 and therefore plaintiff is entitled to interest as defined in “MNA 6001” Item 90

35 Defendant’s unpaid demurrage charges have now accrued interest, in the amount of \$33,381 40 Those interest charges include

a)	August, 2005	\$3,712 80
b)	September, 2005	\$3,203 20
c)	October, 2005	\$2,437 00
d)	November, 2005	\$5,096 00
e)	December, 2005	\$3,565 40
f)	January, 2006	\$3,057 60
g)	February, 2006	\$3,646 50
h)	March, 2006	\$2,444 00
i)	April, 2006	\$3,779 10
j)	May, 2006	\$1,404 00
k)	June, 2006	\$ 637 00
l)	July, 2006	\$ 397 80

Therefore, Plaintiff prays for judgment for the unpaid demurrage charges in the amount of \$140,140 00, for interest which has accrued in the amount of \$33,381 40, and for interest which continues to accrue at a rate of 2% per month

COUNT III
Defendant’s Beach of its Obligations Under
Missouri & Northern Arkansas Railroad Freight Tariff MNA 6001-B

36 Plaintiff hereby incorporates paragraphs 1-35 as though set forth fully therein

37 Defendant’s obligations to plaintiff, from July 25, 2006 through current arise under Missouri & Northern Arkansas Railroad Freight Tariff MNA 6001-B

(hereinafter "MNA 6001-B") "MNA 6001-B" is attached hereto and incorporated herein as "Exhibit 3"

38 Pursuant to "MNA 6001-B", Item 500(A)

"Demurrage is assessed at the rate of \$65 00 per car per day for all time in excess of 24 hours for loading or 48 hours for unloading from the first 0001 hours after tender until release " "Exhibit 3"

39 In August of 2006, defendant was assessed demurrage charges in the amount of \$560 00 Those charges include

- a Car Number 10493 for 3 days at \$65 00 a day,
- b Car Number 323171 for 1 day at \$65 00 a day,
- c Car Number 315192 for 1 day at \$65 00 a day,
- d Car Number 10493 for 1 day at \$65 00 a day,
- e Car Number 323171 for 4 days at \$65 00 a day

40 In October of 2006, defendant was assessed demurrage charges in the amount of \$325 00 Those charges include

- a Car Number 31103 for 5 days at \$65 00 a day

41 "MNA 6001-B", Item 90 says when defendant fails to pay for assessed demurrage, MNA may assess an additional charge equal to the greater of an amount not to exceed two (2) percent per month of the unpaid charge or the highest rate allowed by law "Exhibit 3"

42 Defendant has not paid the \$885 00 demurrage charges as outlined in paragraphs 39 and 40 above, has breached its obligations under "MNA 6001-B" Item 500 and therefore plaintiff is entitled to interest as defined in "MNA 6001-B", Item 90

43 As provided by "MNA-6001-B" Item 90, Defendant's unpaid demurrage charges have now accrued interest, in the amount of \$75 50 Those interest charges include

- | | | |
|----|---------------|---------|
| a) | August, 2006 | \$56 00 |
| b) | October, 2006 | \$19 50 |

Therefore, Plaintiff prays for judgment for the unpaid demurrage charges in the amount of \$885 00, for interest which has accrued in the amount of \$75 50 and for interest which continues to accrue at a rate of 2% per month

COUNT IV
Defendant's Beach of its Obligations Under
Missouri & Northern Arkansas Railroad Freight Tariff MNA 8004-B

44 Plaintiff hereby incorporates paragraphs 1 – 43 as though set forth fully therein

45 Defendant's obligations to plaintiff, in December of 2005 arise under Missouri & Northern Arkansas Railroad Freight Tariff MNA 8004-B (hereinafter "MNA 8004-B") "MNA 8004-B" is attached hereto and incorporated herein as "Exhibit 4"

46 Pursuant to "MNA 8004-B", Item 1220

"When a car is diverted or reconsigned while on MNA tracks and prior to delivery, a charge of

- 1 Single car \$200 00,
- 2 Multi-car traveling as a single unit on a single bill of lading \$300 00 shall be assessed against the party making the diversion "

47 In December of 2005, defendant was assessed a diversion / reconsignment

charge as follows

a Car Number 52000 at \$300.00

48 A finance charge of 2% per month is charged on all past due accounts

49 Defendant has not paid the \$300.00 diversion / reconsignment charge as outlined in paragraph 47 above. has breached its obligation under "MNA 8004-B" Item 1220 and therefore plaintiff is entitled to interest in the amount of 2% per month

50 Defendant's unpaid diversion / reconsignment charges have now accrued interest, in the amount of \$78.00

Therefore, Plaintiff prays for the unpaid diversion / reconsignment charge in the amount of \$300.00, for interest which has accrued in the amount of \$78.00 and for interest which continues to accrue at a rate of 2% per month

COUNT V

Defendant's Breach of its Obligations Under Missouri & Northern Arkansas Railroad Freight Tariff MNA 8000-A

51 Plaintiff hereby incorporates paragraphs 1 – 50 as though set forth fully therein

52 Defendant's obligations to plaintiff, from January 2006 through July 25, 2006 arise under Missouri & Northern Arkansas Railroad Freight Tariff MNA 8000-A (hereinafter "MNA 8000-A") "MNA 8000-A" is attached hereto and incorporated herein as "Exhibit 5"

53 Pursuant to "MNA 8000-A", Item 530

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"When an order is placed with MNA by consignee, consignor, or owner that modifies any of the terms of shipment listed above in this items, the following charges will apply

- 1 The charge for Diversion or Reconsignment will be \$200 00 per car for single care diversions
 - 2 The charge for Diversion or Reconsignment will be \$300 for a multi-car traveling as a single unit on a single bill-of-lading "
- "Exhibit 5"

54 In January of 2006, defendant was assessed diversion / reconsignment charges as follows

- a Car Number 52006 at \$200 00,
- b Car Number 52009 at \$200 00,
- c Car Number 52010 at \$200 00

55 In February 2006, defendant was assessed a diversion / reconsignment charge as follows

- a Car Number 65027 at \$200 00

56 In April of 2006, defendant was assessed diversion / reconsignment charges as follows

- a Car Number 65005 at \$200 00,
- b Car Number 65012 at \$200 00,
- c Car Number 65025 at \$200 00,
- d Car Number 52005 at \$200 00,
- e Car Number 65028 at \$200 00

57 In May of 2006, defendant was assessed a diversion / reconsignment charge as follows

- a Car Number 65025 at \$200 00

58 "MNA 8000-A", Item 90 says payments received after the expiration of the credit period are subject to a 1 ½ percent per month service charge "See Exhibit 5"

59 Defendant has not paid the \$2,000 00 diversion / reconsignment charges as outlined in paragraphs 54-57 above, has breached its obligations under "MNA 8000-A" Item 530 and therefore plaintiff is entitled to interest as defined in "MNA 8000-A". Item 90

60 Defendant's unpaid diversion / reconsignment charges have now accrued interest. in the amount of \$300 00, those interest charges include

a	January 2006	\$108 00
b	February 2006	\$ 33 00
c	April 2006	\$135 00
d	May 2006	\$ 24 00

Therefore, Plaintiff prays for unpaid diversion / reconsignment charges in the amount of \$2,000 00, for interest which has accrued in the amount of \$300 00 and for interest which continues to accrue at a rate of 1 ½% per month

COUNT VI
Defendant's Beach of its Obligations Under
Missouri & Northern Arkansas Railroad Freight Tariff MNA 8000-B

61 Plaintiff hereby incorporates paragraphs 1 – 60 as though set forth fully therein

62 Defendant's obligations to plaintiff, from July 25, 2006 to current arise under Missouri & Northern Arkansas Railroad Freight Tariff MNA 8000-B (hereinafter "MNA 8000-B") "MNA 8000-B" is attached hereto and incorporated herein as "Exhibit 6"

63 In September of 2006, defendant was assessed an overload charge in the amount of \$500 00 for car number 65026

64 "MNA 8000-B", Item 90 says payments received after the expiration of the credit period are subject to a 1 ½ percent per month service charge
"See Exhibit 6"

65 Defendant has not paid the \$500 00 overload charge as outlined in paragraph 63 above, has breached its obligation under "MNA 8000-B" Item 420 and therefore plaintiff is entitled to interest as defined in "MNA 8000-B", Item 90

66 Defendant's unpaid overload charge has now accrued interest, in the amount of \$30 00

Therefore, Plaintiff prays for an unpaid overload charge in the amount of \$500 00, interest which has accrued in the amount of \$30 00 and which continues to accrue at a rate of 1 ½% per month, and for such other orders as the Court deems just and proper

BLANCHARD, ROBERTSON, MITCHELL & CARTER, P C

By /s/ Karl W Blanchard, Jr

Karl W Blanchard, Jr , Bar No 23180

M Lynn Stanley, Jr , Bar No 51840

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ATTORNEYS FOR PLAINTIFF

Copy hereof mailed on this 13th day of June,
2007 to the following

Dan Whitworth
Whitworth, McPherson & Longnecker
626 S Byers Ave
Joplin, MO 64801

/s/ Karl W Blanchard, Jr

MISSOURI & NORTHERN ARKANSAS RAILROAD

A RailAmerica Company



Freight Tariff MNA 6001-B

**NAMING
DEMURRAGE RULES & CHARGES
AT LOCATIONS ON THE MISSOURI & NORTHERN ARKANSAS RAILROAD**

**THIS TARIFF APPLIES ON INTERSTATE TRAFFIC AND INTRASTATE TRAFFIC IN THE STATE OF AR,
MO AND KS**

**NOTICE
THE PROVISIONS HEREIN WILL, IF EFFECTIVE, NOT HAVE A NEGATIVE IMPACT ON THE QUALITY
OF THE HUMAN ENVIRONMENT OR ENERGY CONSUMPTION
FOR GOVERNING CLASSIFICATIONS, SEE ITEM 5**

ISSUED JULY 25, 2006

EFFECTIVE JULY 25, 2006

**ISSUED BY
MISSOURI & NORTHERN ARKANSAS RAILROAD
514 N ORNER
PO BOX 776
JOPLIN, MO 64836**

METHOD OF ADDING, CHANGING OR DELETING ITEMS IN THIS TARIFF

Changes to this tariff will be made by issuing supplements. These supplements will show the action taken on each item, namely:

- A Increase
- C Change resulting in neither an increase nor a decrease
- R Decrease

There will be only one supplement to this tariff in effect at any time. Any item contained in a prior supplement will be brought forward to subsequent supplements.

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GENERAL RULES AND REGULATIONS	
ITEM	APPLICATION
5	DESCRIPTION OF GOVERNING CLASSIFICATION This tariff is governed, except as otherwise provided herein, by Uniform Freight Classification UFC 6000 series, issued by the national Railroad Freight Committee, Agent, supplements thereto or reissues thereof
10	STATION LIST AND CONDITIONS This tariff is governed by the Official Railroad Station List, OPSL 6000 series, to the extent shown below For addition and abandonment of stations, and except as otherwise shown herein, for prepay requirements, changes in names of stations, restrictions as to acceptance or delivery of freight, and changes in station facilities When a station is abandoned as of a date specified in the above named tariff, the rates from and to such station, as published in this tariff, are inapplicable on and after that date GEOGRAPHICAL LIST OF STATIONS For geographical locations of stations referred to in this tariff by station number STATION NUMBERS For the identification of stations when stations are shown or referred to by numbers in this tariff
15	EXPLOSIVES, DANGEROUS ARTICLES For rules and regulations governing the transportation of explosives and other dangerous articles of freight, also specifications for shipping containers and restrictions governing the acceptance and transportation of explosives and other dangerous articles, see Bureau of Explosives Tariff BOE 6000-series
20	REFERENCE TO TARIFFS, ITEMS, NOTES AND RULES Where reference is made in this tariff to tariffs, items, notes or rules, such references are continuous and include supplements to and successive issues of such tariffs and reissues of items, notes or rules
40	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 the numbers shown
50	MILEAGE CHARGES ON PRIVATELY OWNED CARS MNA will not pay mileage charges on privately owned car when moving to, from or via stations on the MNA
60	This section intentionally left blank

GENERAL RULES AND REGULATIONS	
ITEM	APPLICATION
90	PAYMENT AND CREDIT TERMS Unless otherwise advised in writing, demurrage charges will be assessed against the online consignor at origin or consignee at destination Demurrage charges assessed must be paid in full and disputes for adjustment together with supporting documentation must be presented in writing to MNA within fifteen (15) days after the date on which the bill for demurrage is rendered. Disputes must be car specific and provided in writing. Disputes may be faxed, e-mailed or mailed to MNA administrative office. Fax 417-358-0981 Phone 417-358-8800 Ext 238 E-mail Yvonne.sulier@railamerica.com Mail Yvonne Sulier, PO Box 776, Carthage, MO 64836 When for reasons other than MNA error, consignor/consignee fails to pay MNA for assessed demurrage as provided in Item 500 of this tariff, MNA may assess an additional charge equal to the greater of an amount not to exceed two (2) percent per month of the unpaid charge or the highest rate allowed by law
100 - C	HOLIDAYS An additional day of credit will be allowed for the following Holidays when a specific car has not had a chargeable day prior to said Holiday. If, however, the car has already been charged for a day, all Holidays will also be chargeable The following Holidays will apply for additional free time: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day following Thanksgiving Day, Christmas Eve Day and Christmas Day
300	DEFINITION OF TERMS Actual Placement – When a car is placed in an accessible position for loading or unloading, or at a point designated by the consignor or consignee Consignee – The party to whom a shipment is consigned or the party entitled to receive the shipment Consignor – The party in whose name cars are ordered or the party who furnished forwarding directions Constructive Placement – When a car cannot be actually placed because of any condition attributable to the consignor or consignee, including order notify and inbound shipments, such car will be held on MNA tracks and notice will be given to the consignor or consignee that the car is held awaiting disposition instructions. Such cars, which have been placed by MNA on private or other than public delivery tracks, including lead tracks serving the consignor or consignee will be considered to have been constructively placed without notice Credit – Non-chargeable demurrage day. Credits can only be earned on those cars released Demurrage Day – A twenty-four (24) hour period, or part thereof, commencing 00:01 hours after tender (calendar day) Empty Release Information – Advice by consignor or consignee faxed or emailed to authorized personnel of MNA that car is unloaded and available to MNA. Information given must include identity of consignee, party furnishing data, car initial and number. Date and Time stamp from fax or email will be used in demurrage calculations Forwarding Instructions - Shipping instructions given to MNA at the point of loading, containing all of the necessary information to transport the shipment to the final destination

GENERAL RULES AND REGULATIONS	
ITEM	APPLICATION
300 (cont'd)	Free Time – Free time will be computed from the first 00 01 following actual placement or constructive placement, whichever occurs first, until car is released to railroad. When car is placed on a public delivery track, free time will commence at the first 00 01 after actual placement and after notice of the arrival is given to the party entitled to receive same. Lease Track – Any trackage assigned to a user through written agreement. Lease track will be treated the same as private track under this Section. Notification – When required, notification will be furnished verbally or in writing to all parties entitled to receive notification. Private Car – A car bearing other than railroad reporting marks and which is not a railroad-controlled car. Public Delivery Track – Any track open to the general public for loading and unloading. Reconsignment – An order from the consignor to bill a car to other than the original consignee. Tender - When MNA gives notification that a car is available for unloading or loading by either actual or constructive placement to consignor or consignee.
310	EXCEPTIONS TO DEMURRAGE CHARGES All Railroad and Privately owned cars held for or by consignors or consignees are subject to demurrage rules and charges contained in this section, EXCEPT the following: - A Cars for loading or unloading of MNA company material while held on MNA tracks or private sidings connecting therewith. - B Cars of refused or unclaimed freight to be sold by MNA for the time held beyond legal requirements. - C Empty Cars moving on own wheels under transportation charges as freight. - D Cars of railroad ownership, leased for storage of commodities, while held on lessee's tracks. - E Loaded or empty private cars held on private or leased storage tracks. - F Cars specially equipped for handling welded railroad rail held for loading such rail. - G Empty cars ordered and rejected as unsuitable for loading. - H Cars covered by storage or hold charges. - I Cars assigned to shippers returned empty to point of assignment, to the extent storage rules apply.
400	NOTIFICATION TO CONSIGNOR OR CONSIGNEE

GENERAL RULES AND REGULATIONS	
ITEM	APPLICATION
	A The following notifications will be furnished as indicated 1 Cars for Other than Public Delivery Tracks - a Notice of constructive placement if cars are held on Acronym tracks due to reasons attributable to the consignor or consignee - b Delivery of car upon tracks of consignee will constitute notice - c When two or more parties, each performing their own switching, take delivery of cars from the same track, notice will be given when cars are placed on the that track 2 Cars for Public Delivery Track Notice will be given to the party entitled to receive notification when car is actually placed 3 Cars Stopped in Transit Notice will be given to consignor, consignee, or owner responsible for the car being stopped upon arrival of the car at the point of stoppage 4 Refused Loaded Car When a loaded car is refused at destination, Acronym will give notice of such refusal to the consignor or owner B Notification may be given in writing or electronically, and will contain the following 1 Car initials and number, if lading transferred en route, the initials and number of the original car, commodity, time and date
450	CARS HELD FOR COMPLETE UNLOADING Unloading is the complete unloading of a car, including blocking and dunnage, and advice from the consignee to the railroad that the car is empty and available to the railroad The notification, actual or constructive placement of a loaded car A RELEASE 1 Date and time that the railroad received advice that the car is empty 2 Cars placed on interchange tracks of a consignee doing its own switching, must also be returned to the interchange track for release 3 When the same car is unloaded and reloaded, empty release information must be furnished. If not furnished, demurrage will continue until forwarding instructions are received B NOTIFICATION TO MNA 1 The MNA must be notified of empty releases by fax, EDI or e-mail. All notifications must include the car initial and number, date, time, company name, and person providing the notification 2 When electronic or mechanical devices are used to furnish notification to railroad, the recorded date and time that instructions are received will govern

450
(cont'd)

GENERAL RULES AND REGULATIONS	
ITEM	APPLICATION
	3 When notification is received from customer that car is unloaded and released and railroad determines that car is not completely unloaded a charge of \$125 will be assessed and demurrage charges will continue to be assessed until actual release C COMPUTATION 1 Time will be computed from the first 00 01 hours after tender until release 2 On reloaded cars, time will be computed from the first 00 01 hours after advice is received that the car is empty until release 3 When the same car is unloaded and reloaded, empty release information must be furnished. If not furnished, demurrage will continue until forwarding instructions are received
455	CARS HELD FOR LOADING Loading is the complete or partial loading of a car in conformity with MNA loading and clearance rules, and the furnishing of Forwarding Instructions The notification, actual or constructive placement of an empty car placed on orders of the consignor A RELEASE 1 Date and time Forwarding Instructions are received 2 Cars placed on tracks of a consignor doing its own switching must be returned to the interchange by the consignor to be considered released 3 Cars found to be improperly loaded or overloaded at origin will not be considered released until the load has been adjusted properly 4 A car to be held for official grading or inspection at origin will not be considered released until such time as the grading and inspection is complete B NOTIFICATION TO RAILROADS 1 MNA must receive complete Forwarding Instructions by EDI, fax or email before a car will be considered to be released 2 When Forwarding Instructions are received, the recorded date and time instructions are received will govern 3 If, after receipt of Forwarding Instructions, the MNA determines after arriving at our customer's facility that a car is not ready to move, MNA will assess a charge of \$125 and demurrage charges will continue to be assessed until actual release
455 (cont'd)	COMPUTATION 1 Time will be computed from the first 00 01 hours after tender until release

ITEM	APPLICATION
	2 If a car is placed prior to the date for which it was ordered from "Railroad," time will be computed from the first 00 01 hours on the date for which it was ordered until its release 3 On cars for reloading Demurrage time for the UNLOADING cycle will terminate and demurrage time for the (RF)LOADING cycle will be computed from the first 00 01 hours after notification received by MNA that the car is empty Demurrage time for LOADING will continue until the car is released to MNA loaded Car will NOT be considered released until complete Forwarding Instructions are received by MNA and all car doors and hatches are closed for movement 4 When a car is actually placed, or constructive placed, and released prior to 23 59 hours same day, no demurrage day will be accrued 5 When an empty car is placed for loading and movement via a specific route in conformity with Car Service Rules and/or directives, and the loaded car is offered for movement via some other route and refused by the railway necessitating unloading, demurrage shall be charged from the first 0001 hour after placement until the car is loaded and no credit allowance shall be made
460	PRIVATE AND RAILROAD CARS HELD FOR OTHER PURPOSES Applicable to cars held on orders of consignor or consignee, while awaiting disposition from the consignor or consignee or as a result of conditions attributable to consignor or consignee Disposition - That information, including forwarding instructions or empty release, which allows the railroad to either tender or release the car from the consignor's or consignee's account RELEASE Date and time that the railroad received advice that the car is empty, or that forwarding instructions are received COMPUTATION Time will be computed from the first 00 01 hours A After tender until release, on cars 1 Diverted 2 Empty for loading – ordered and not used (other than a rejected car) 3 Partially unloaded 4 Reconsigned 5 Reshipped 6 Stopped in transit

GENERAL RULES AND REGULATIONS	
ITEM	APPLICATION
460 (cont'd)	B After cars are received by MNA until date of disposition on
	1 Cars received from connecting carriers
	2 Loaded private cars returned to railroad tracks
	C After tender until date of refusal on
	1 Refused loaded cars (consignee)
	D After tender until date of disposition on
	1 Refused loaded cars (consignor)
	E After tender until release or placement on private tracks on
	1 Loaded private cars – while held on railroad tracks

SECTION 2 – DEMURRAGE PLAN AND PRICES	
ITEM	APPLICATION
500	DEMURRAGE PLAN AND PRICES A Demurrage is assessed at the rate of \$65 per car per day for all time in excess of 24 hours for loading or 48 hours for unloading from the first 00 01 hours after tender until release B Credit will be applied for the balance of time any car for loading or unloading is released within 24 hours from the first 00 01 hours after tender. Credits will be used to offset demurrage time. A maximum of one credit per car will be allowed. Credits earned for complete loading may only be used to offset demurrage days accrued for complete loading and credits earned for complete unloading may only be used to offset demurrage days accrued for complete unloading. C Settlement of charges will be made on a monthly basis on all cars released during each calendar month. D Credits earned and demurrage days accrued by customers having facilities at separate stations cannot be combined. E Credits will not be allowed for 1 Empty cars ordered and not used 2 Loaded private cars returned to railroad tracks to be held for disposition 3 Cars received from connecting carriers to be held for disposition F Credits earned and demurrage days accrued will be calculated separately for the following transaction Private and Railroad cars held for other purposes G Excess credits earned in one calendar month may not be used to offset demurrage days in another calendar month.
600	HEAVY DUTY OR SPECIAL TYPE FLATCARS If a shipment requires the use of a heavy duty or special type flat car with AAR mechanical designations "GD", "FW" or "FML", use and detention charges for such cars as provided in Tariff RIC 6740-series (TF-A series) will apply in lieu of rates and charges contained herein.

ITEM	APPLICATION
700	HAZARDOUS COMMODITY The shipper of any hazardous commodity shipped via MNA shall indemnify MNA and hold MNA harmless for any and all loss, liability or cost whatsoever that MNA may incur or be held responsible for, to the extent that such liability is due to, or arising from, defects in or failure of shipper's cars and equipment, due to shipper's failure to conduct proper or appropriate pre-shipment inspection of the cars as described in 49 CFR Sec 173.31 (b) or mis-identification of commodity shipped The foregoing indemnification shall not apply to any loss or liability caused by or due to MNA's failure to conduct pre-departure inspections as described in 49 CFR Sec 174 (A) or failure to follow AAR interchange rules, or any other liability resulting from MNA's negligence After the expiration of any free time allowed, or without free time allowance where none is provided, the following charges will apply per day of twenty-four (24) hours, or fraction thereof, until removal from MNA's premises A Class A-Explosives 1 \$110.00 per car per day, will apply on cars held on MNA premises B Class B and C -- Explosives 1 \$110.00 per car per day, will apply cars held on MNA premises C Hazardous Materials, Substances, Wastes, Other Than Explosives 1 \$110.00 per car per day, will apply on cars held on MNA premises The above provisions apply to shipments of classes A,B or C explosives, as named in Part 172 Commodity List of Tariff BOE 6000-Series, hazardous materials, substances or wastes requiring the use of a 4-digit identification number on shipping papers, placards or panels, as named in Part 11, Section 172.101 of Tariff BOE 6000-Series, while held on MNA premises D Empty Railcars Formerly Containing Hazardous Materials or Explosives 1 \$110.00 per car per day will apply to the Customer (defined for the purpose of this subsection as the consignee of the empty railcar) for each empty tank car and privately marked covered hopper, if the railcar's prior movement contained any of the items referenced in A , B or C above

**MISSOURI & NORTHERN ARKANSAS RAILROAD
COMPANY, INC.**

A RailAmerica Company



Freight Tariff MNA 8000-A

**NAMING
SWITCHING AND ACCESSORIAL CHARGES
AT LOCATIONS ON THE MISSOURI & NORTHERN ARKANSAS RAILROAD**

THIS TARIFF APPLIES ON INTERSTATE TRAFFIC AND INTRASTATE TRAFFIC IN THE STATES OF
AR, MO AND KS

NOTICE
THE PROVISIONS HEREIN WILL, IF EFFECTIVE, NOT HAVE A NEGATIVE IMPACT ON THE QUALITY
OF THE HUMAN ENVIRONMENT OR ENERGY CONSUMPTION

FOR GOVERNING CLASSIFICATIONS, SEE ITEM 5

ISSUED DECEMBER 12, 2005

EFFECTIVE JANUARY 1, 2006

ISSUED BY

MISSOURI & NORTHERN ARKANSAS RAILROAD COMPANY, INC
514 NORTH ORNER
P O BOX 776
CARTHAGE, MO 64836

METHOD OF ADDING, CHANGING OR DELETING ITEMS IN THIS TARIFF

Changes to this tariff will be made by issuing supplements. These supplements will show the action taken on each item, namely

- A Increase
- C Change resulting in neither an increase nor a decrease
- R Decrease

There will be only one supplement to this tariff in effect at any time. Any item contained in a prior supplement will be brought forward to subsequent supplements.

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GENERAL RULES AND REGULATIONS	
ITEM	APPLICATION
5	DESCRIPTION OF GOVERNING CLASSIFICATION This tariff is governed, except as otherwise provided herein, by Uniform Freight Classification UFC 6000 series, issued by the National Railroad Freight Committee, Agent, supplements thereto or reissues thereof
10	STATION LIST AND CONDITIONS This tariff is governed by the Official Railroad Station List, OPSL 6000 series, to the extent shown below PREPAY REQUIREMENTS AND STATION CONDITIONS For addition and abandonment of stations, and except as otherwise shown herein, for prepay requirements, changes in names of stations, restrictions as to acceptance or delivery of freight, and changes in station facilities When a station is abandoned as of a date specified in the above named tariff, the rates from and to such station, as published in this tariff, is inapplicable on and after that date GEOGRAPHICAL LIST OF STATIONS For geographical locations of stations referred to in this tariff by station number STATION NUMBERS For the identification of stations when stations are shown or referred to by numbers in this tariff
15	EXPLOSIVES, DANGEROUS ARTICLES For rules and regulations governing the transportation of explosives and other dangerous articles of freight, also specifications for shipping containers and restrictions governing the acceptance and transportation of explosives and other dangerous articles. see Bureau of Explosives Tariff BOE 6000-series
20	REFERENCE TO TARIFFS, ITEMS, NOTES AND RULES Where reference is made in this tariff to tariffs, items, notes or rules, such references are continuous and include supplements to and successive issues of such tariffs and reissues of items, notes or rules
30	Intentionally left blank
40	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 the numbers shown
45	CAPACITIES AND DIMENSIONS OF CARS For marked capacities, lengths, dimensions and cubical capacities of cars, see The Official Railway Equipment Register, RER 6413 series Maximum Gross weight on rail on Missouri & Northern Arkansas Railroad WITHOUT CLEARANCE is 286,000, with the exception of Joplin, Springfield and Wallis, Missouri, which shall not exceed 263,000 pounds
50	SPECIAL CAR RESTRICTIONS The handling of a car in excess of 89 feet in length, with a marked capacity greater than 210,000 pounds, in excess of Plate F dimensions or with six (6) or more axles shall be handled on a permit basis only, and special handling charges may be applied in addition to charges listed in Item 400 of this tariff

GENERAL RULES AND REGULATIONS	
ITEM	APPLICATION
60	This section intentionally left blank
70	MILEAGE CHARGES ON PRIVATELY OWNED CARS MNA will not pay mileage charges on privately owned car when moving to, from or via stations on the MNA
75	DEMURRAGE Cars handled under the provisions of this tariff will also be subject to the demurrage provisions of MNA 6001 Series
80	CHANGES IN OR ADDITION OF FIRMS OR INDUSTRIES Switching charges shown in this tariff apply to the physical locations or plant sites and are not affected by name changes or ownership changes of the occupants or property
90	PAYMENT AND CREDIT TERMS All charges under this tariff must be prepaid, unless satisfactory arrangements with MNA have been made prior to performance of service. Charges for services rendered under terms of this tariff will accrue against the customer located on the MNA, unless arrangements to the contrary have been made with MNA prior to performance of service. All payments for services covered herein are due and payable within fifteen (15) days following the Freight Bill date. The rules applicable to payments and credit terms are in accordance with those found in 49 CFR 1320. Payments received after the expiration of the credit period shall be subject to a service charge of one and one-half percent (1 1/2%) per month (or fraction thereof) of the outstanding balance or highest rate allowed by law.
130	RECEIPT AND DELIVERY OF CARS OR FREIGHT ON, TO, OR FROM PRIVATE AND INDUSTRIAL TRACKS 1 This tariff will be subject to the rules and charges governing receipt and delivery of freight on, to, or from private and industrial tracks as published in Tariff RPS-6804 series 2 The tariff does not grant the use of private sidings or facilities to parties other than the owners thereof, unless the privilege of use is granted to others by the owners, without cost to MNA
200	HOURS OF SERVICE AND PERFORMANCE 1 Hours of service and performance are subject to change based upon Missouri & Northern Arkansas Railroad scheduled operation and switching. The following accessorial charges will be applied to services rendered outside of the prescribed scheduled operating and switching times or on designated holidays when service is not provided. 2 Services required to be performed on days or at hours other than those set forth in No. 1 above will not be deemed to fall within the term "normal operation periods", or "workdays". Such days or hours will be deemed to fall within the term "Special Movements" and rates in accordance with Section 2, item 500 will apply.
205	HOLIDAYS MNA holidays are defined, for purposes of this tariff, as New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day following Thanksgiving Day, Christmas Eve Day and Christmas Day.
300	DEFINITION OF TERMS Industrial Tracks - A track serving a particular industry, whether located upon property owned by MNA or upon property owned or leased by the industry.

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EFFECTIVE January 1, 2006

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ITEM	GENERAL RULES AND REGULATIONS APPLICATION
	Interchange Track – Tracks on which cars are exchanged between connecting lines Intermediate Switching – A switching movement between interchange tracks of one carrier to interchange tracks of another carrier within the switching limits of the same station Intra-Plant Switch - A switching movement from one location to another location within the confines of an industry Intra-Terminal Switch - A switching movement (other than intra-plant) from one location to another location within the switching limits of one station or industrial switching district of the same railroad Inter-Terminal Switch - A switching movement from one railroad to another railroad when such movement is within the switching limits of the same station or switching district Switching charges of connections will be in addition to those published herein for account of MNA Hazardous Materials (HAZ MATL'S) – Commodities classified by the US Department of Transportation as hazardous materials for purposes of transportation and published in the Association of American Railroad's Directory of Hazardous Materials Shipping Descriptions Local Traffic – Shipments to or from a point outside the limits of the switching district where movements are not in conjunction with another carrier Private Siding A track of other than carrier ownership under the exclusive use or control of the owning party Pool Car - A rail car assigned to a specific customer Foreign Road Car – Any railroad marked car that does not have MNA markings or is assigned to a customer pool Reciprocal Switching – An arrangement between MNA and a connecting railroad serving the same station or switching district where the carrier physically serving the industry performs switching service for loading or unloading on behalf of the other carrier on shipments having an immediately preceding or following line-haul movement via the other carrier MNA will perform reciprocal switching only to or from MNA customers specifically listed in this tariff Roadhaul Traffic – Shipments to or from a point outside the limits of the switching district in conjunction with movement of another carrier, except as otherwise provided STCC – Seven digit number assigned to commodities as published in the Standard Transportation Commodity Code – 6001 Series Grain and Grain Products – Commodities which carry a STCC of 01 13, 01 144, and 20 41 in the Standard Commodity Code – 6001 Series
300 Cont'd	DEFINITION OF TERMS CONT'D Team Track - A track or tracks assigned by MNA for use by the general public Unabsorbed Switch Charge- Applies in addition to the line-haul transportation charge or charges of a connecting carrier published in tariffs or other instruments of that carrier when moving to or from the specified MNA station via a junction with that connecting carrier MP – Railroad Mile Post

370	RECIPROCAL SWITCHING				
	DISTRICT	CONNECTING CARRIER	JUNCTION	CHARGE	NOTES
	SPRINGFIELD	BNSF	SPRINGFIELD, MO	\$300 \$133	\$133 applies to Grain & Grain Products only
		<u>APPLICABLE ON SHIPMENTS TO/FROM</u> Green Seed Clariant Meeks Lumber Dyke Lumber Acme Brick Carlisle Dayco Smurfit Stone Container Wildcat Materials Shapiro Sales			
	CARTHAGE	BNSF	AURORA, MO JOPLIN, MO LAMAR, MO	See Note Below	(1)
		<u>APPLICABLE ON SHIPMENTS TO/FROM</u> AAG ADM Americold Logistics and their tenants Cargill Oil & Shortenings Carthage Crushed Limestone Corporate Trans c/o Lamar Feed & Grain Leggett & Platt, Inc			
	JOPLIN	KCS	JOPLIN, MO	\$220 \$350	(2) (3)

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370 Cont'd	RECIPROCAL SWITCHING CONT'D				
	JOPLIN	BNSF	JOPLIN, MO AURORA, MO	See Note Below	(1)
		<u>APPLICABLE ON SHIPMENTS TO/FROM</u> Commercial Metals Fifteenth Street Lumber Herrman Lumber Joplin Building Materials Meeks Lumber Co Midway Lumber Railroad Salvage & Restoration Ridout Lumber Standard Transportation – Lumber Reload Only Tamko Roofing Products (Rangeline Plant) Tamko Roofing Products (High Street Plant) Thermal Engineering International Trees Unlimited			
	AURORA	BNSF	AURORA, MO	\$200	
		<u>APPLICABLE ON SHIPMENTS TO/FROM</u> MFA Tyson Foods			
	LAMAR	BNSF	LAMAR, MO	\$200 \$300 \$1000	(4) (5)
		<u>APPLICABLE ON SHIPMENTS TO/FROM</u> FI Dorado Chemical			
Note (1) – Switching charges will be absorbed in full by BNSF pursuant to Sale Agreement between MNA & BNSF					
Note (2) – Rate applicable on all products except Hazardous Materials					
Note (3) – Rate applicable on Hazardous Materials					
Note (4) - Reciprocal switching rate applies to Epoch Composites traffic going to or coming from industries that are located on the BNSF and closed to reciprocal switching or that are local BNSF stations BNSF must supply the shipper and origin or consignee and destination to receive benefit of this charge Failure to supply this information will invoke the rate subject to Note 5					
Note (5) – Reciprocal switching rate applies to Epoch Composites traffic going to or coming from industries on the BNSF that are open to reciprocal switching or stations that are located on other than BNSF					
380	INTERMEDIATE SWITCHING				

	FROM/TO	FROM/TO	CHARGE	NOTES
	BNSF	KCS	\$250	
400	DEFINITION OF LOCAL RATE DISTRICTS		<u>DISTRICT NAME</u>	<u>LIMITS</u>
			Batesville	MP 258 7 to MP 298 2
			Cotter	MP 298 2 to MP 386 5
			Branson	MP 386 5 to MP 480 0
			Carthage	MP 480 0 to MP 530 0 MP 309 9 to MP 315 3
			Joplin	MP 529 0 to MP 545 7 MP 334 39 to MP 330 2
			Nevada	MP 530 0 to MP 580 0
			Clinton	MP 316 9 to MP 265 2
			Fort Scott	MP 317 2 to MP 337 4
			Harrisonville	MP 580 0 to MP 643 3
			Springfield	Springfield / Wallis Branch

410

STATION LISTING

NUMBER	STATION LISTING	STATE	LOCAL RATE DISTRICT
6130	Adrian	MO	Harrisonville
22860	Appleton City	MO	Clinton
6200	Archie	MO	Harrisonville
40060	Atlas/ICI	MO	Joplin
4890	Aurora	MO	Carthage
2860	Batesville	AR	Batesville
4160	Bergman	AR	Branson
3040	Biltmore	AR	Batesville
4470	Branson	MO	Branson
6060	Butler	MO	Harrisonville
3410	Calico Rock	AR	Cotter
35280	Carthage	MO	Carthage
5330	Carytown	MO	Nevada
22660	Clinton	MO	Clinton
3820	Cotter	AR	Cotter
4790	Crane	MO	Branson

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410 Cont'd	STATION LISTING CONT'D		
NUMBER	STATION LISTING	STATE	LOCAL RATE DISTRICT
2890	Cushman	AR	Batesville
28270	Deerfield	MO	Ft Scott
2590	Diaz Jet	AR	Batesville
35330	Dyno / Hercules	MO	Joplin
2730	Eastman	AR	Batesville
5150	Empire Spur	MO	Carthage
23315	Eve	MO	Ft Scott
3860	Hippin	AR	Branson
22630	FPE Spur	MO	Clinton
23390	Ft Scott	KS	Ft Scott
4520	Gretna	MO	Branson
23410	Griffith	KS	Ft Scott
3120	Guton	AR	Cotter
6320	Harrisonville	MO	Harrisonville
23040	Harwood	MO	Clinton
35330	Hercules / Dyno	MO	Joplin
4450	Hollister	MO	Branson
40060	ICI / Atlas	MO	Joplin
2680	Independence	AR	Batesville
5560	Irwin	MO	Nevada
5390	Jasper	MO	Nevada
35450	Joplin	MO	Joplin
23160	Ladue	MO	Clinton
5510	Lamar	MO	Nevada
2880	Limedale	AR	Batesville
6270	Lone Tree	MO	Harrisonville
22800	Montrose	MO	Clinton
2810	Moorefield	AR	Batesville
3300	Mount Olive	AR	Cotter
3080	Myersville	AR	Cotter
5750	Nevada	MO	Nevada
2700	Newark	AR	Batesville

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410 Cont'd	STATION LISTING CONT'D		
NUMBER	STATION LISTING	STATE	LOCAL RATE DISTRICT
3570	Norfolk	AR	Cotter
6370	Ore	MO	Harrisonville
6090	Passaic	MO	Harrisonville
2830	Pfeiffer Spur	AR	Batesville
6430	Pleasant Hill	MO	Harrisonville
4030	Pyatt	AR	Branson
4600	Reeds Springs	MO	Branson
5920	Rich Hill	MO	Harrisonville
22950	Rockville	MO	Clinton
5610	Sheldon	MO	Nevada
10220	Springfield	MO	Springfield
5060	Stotts City	MO	Carthage
3250	Sylamore	AR	Cotter
23170	Todd	MO	Clinton
23090	Walker	MO	Clinton
10330	Wallis	MO	Springfield
35380	Webb City	MO	Joplin
3920	Yellville	AR	Branson

420	LOCAL RATES	Except as otherwise provided (see exceptions), rates in this Item apply on cars moving between districts on the MNA. These rates cannot be used in combination with any other rates. In addition to these rates, hazardous materials will be handled in accordance with the provisions of Note 2 of this Item. Exceptions 1 These rates are not applicable on Grain and Grain Products (See Item 430) 2 These rates will not apply on cars handled in connection with another carrier (See Note 1) 3 These rates are not applicable on unit trains (trains of the same product moving from one origin to one destination that exceed 10 cars) 4 These rates are not applicable on Coal (STCC 11) 5 These rates are not applicable on Passenger Cars (STCC 37 42) and Locomotives (STCC 37 41) 6 These rates are not applicable to shipments exceeding 263,000 gross pounds
ORIGINATING DISTRICT	TERMINATING DISTRICT	RATE IN \$ / CAR
Batesville	Batesville Branson Carthage Clinton Cotter Ft Scott Harrisonville Joplin Nevada Springfield	200 A 400 525 800 300 A 800 800 650 650 800
420 Cont'd	LOCAL RATES CONT'D	

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ORIGINATING DISTRICT	TERMINATING DISTRICT	RATE IN \$ / CAR
Branson	Batesville	400
	Branson	200 A
	Carthage	300 A
	Clinton	525
	Cotter	300 A
	Ft Scott	525
	Harrisonville	525
	Joplin	400
	Nevada	400
	Springfield	550
Carthage	Batesville	525
	Branson	300 A
	Carthage	200 A
	Clinton	400
	Cotter	400
	Ft Scott	400
	Harrisonville	400
	Joplin	300 A
	Nevada	300 A
	Springfield	425
Clinton	Batesville	800
	Branson	525
	Carthage	400
	Clinton	200 A
	Cotter	650
	Ft Scott	400
	Harrisonville	400
	Joplin	400
	Nevada	300 A
	Springfield	675
420 Cont'd	LOCAL RATES CONT'D	

ORIGINATING DISTRICT	TERMINATING DISTRICT	RATE IN \$ / CAR
Cotter	Batesville	300 A
	Branson	300 A
	Carthage	400
	Clinton	650
	Cotter	200 A
	Ft Scott	650
	Harrisonville	650
	Joplin	525
	Nevada	525
	Springfield	675
Ft Scott	Batesville	800
	Branson	525
	Carthage	400
	Clinton	400
	Cotter	650
	Ft Scott	200 A
	Harrisonville	400
	Joplin	525
	Nevada	300 A
	Springfield	675
Harrisonville	Batesville	800
	Branson	525
	Carthage	400
	Clinton	400
	Cotter	650
	Ft Scott	400
	Harrisonville	200 A
	Joplin	525
	Nevada	300 A
	Springfield	675
420 Cont'd	LOCAL RATES CONT'D	

ORIGINATING DISTRICT	TERMINATING DISTRICT	RATE IN \$ / CAR
Joplin	Batesville	650
	Branson	400
	Carthage	300 A
	Clinton	400
	Cotter	525
	Ft Scott	525
	Harrisonville	525
	Joplin	200 A
	Nevada	400
	Springfield	550
Nevada	Batesville	650
	Branson	400
	Carthage	300 A
	Clinton	300 A
	Cotter	525
	Ft Scott	300 A
	Harrisonville	300 A
	Joplin	400
	Nevada	200 A
	Springfield	550
Springfield	Batesville	800
	Branson	550
	Carthage	425
	Clinton	675
	Cotter	675
	Ft Scott	675
	Harrisonville	675
	Joplin	550
	Nevada	550
	Springfield	200 A
Note 1: Switching charges will not be absorbed. MNA will charge applicable switching charges of connecting carrier in addition to MNA charges.		
Note 2: An additional charge of \$130 per car will be applied to the transportation of hazardous materials		
430	LOCAL GRAIN RATES COMMODITY = Grain & Grain Products	Applicable between Stations on the MNA

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EXPLANATION OF GROUPS			
Group A	Group B		Group C
Carthage, MO	Adrian, MO		Appleton City, MO
Jasper, MO	Archie, MO		Clinton, MO
Lamar, MO	Butler, MO		Harwood, MO
Nevada, MO	Harrisonville, MO		Montrose, MO
Sheldon, MO	Passaic, MO		Rockville, MO
	Rich Hill, MO		Walker, MO
			Deerfield, MO
			Fi Scott, KS
TO	Rates (See Notes 1 & 2)		
	FROM		
	Group		
	(See explanation of Group Above)		
	A	B	C
Aurora, MO	\$453 A	\$502 A	\$533 A
Batesville, AR	\$730 A	\$789 A	\$814 A
Newark, AR	\$730 A	\$789 A	\$814 A
Bergman, AR	\$560 A	\$599 A	\$623 A
Carthage, MO	\$323 A	\$371 A	\$409 A
Cotter, AR	\$560 A	\$599 A	\$623 A
Nevada, MO	\$318 A	\$365 A	\$402 A
Springfield, MO	\$624 A	\$674 A	\$704 A
ROUTE: MNA Direct Note 1 – Shipment must be made in equipment with AAR Car Type C (Covered Hopper) Note 2 - Switching charges will not be absorbed Note 3 – Rates applicable only on shipments that do not exceed gross weight capacity of 263,000 pounds Contact Manager Marketing & Sales for rates in excess of 263,000 pounds			

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SECTION 2 – ACCESSORIAL CHARGES	
ITEM	APPLICATION
500	SPECIAL MOVEMENTS Except as otherwise provided in this tariff, when special movements of cars or other equipment (including locomotives) are requested by patron, or required because of excessive dimension, excessive weight, high center of gravity, or other conditions not permitting normal operation, the following charges will be assessed in addition to other lawfully published rates CHARGES 1 At All Stations within Normal Service Hours If service is as set forth in Item 200, Paragraph 1, a charge of \$300 per hour or fraction thereof will be assessed, subject to a minimum charge of \$1,200, if performed within 8 continuous hours or fraction thereof. Should performance of service exceed 8 continuous the rate will be \$500 per hour for all hours in excess of 8 continuous hours 1A When special freight train service on MNA has been arranged by the operating department upon request of shippers or Consignees, or as deemed necessary by the railroad, the rate will be \$2,500 WITH MNA POWER AND \$1,800 WITH OTHER POWER. The charge for the special service will be in addition to the regular freight charges which are provided for in freight tariffs or private contracts or quotes governing the movement of freight handled in regular freight trains 1B If special freight train service is subsequently cancelled by shipper or consignee within 12 hours of original requested time there will be a \$750 cancellation fee 2 At All Stations not within Normal Service Hours If service is performed as set forth in Item 200, Paragraph 2, a charge of \$500 will be assessed. Should performance of service exceed 8 continuous hours the rate will be \$700 per hour for all hours in excess of 8 continuous hours CONDITIONS 1 Reasonable notice must be given to MNA by the party requesting service under the provisions of this Item 2 All requests for Special Movements must be received in writing (mail, fax or email) by MNA before service is performed Time will be computed from the time engine and crew is dispatched from their on-duty location until the special movement has been performed and the engine and crew have returned to the point of dispatch.

SECTION 2 – ACCESSORIAL CHARGES	
ITEM	APPLICATION
505	ASSEMBLING UNIT TRAINS MNA may assemble unit trains for online customers. The following conditions must be met PRIOR to movement of empty equipment to MNA A request must be submitted to the MNA including the following information: Number of cars to assemble as a unit, interchange location(s) for empty equipment, interchange location(s) for outbound loaded unit train, date first cars are expected to arrive at MNA, date which unit train will be loaded, location of loading, ownership of equipment – private or railroad owned or leased Party requesting assembly of a unit train must obtain written authorization from the General Manager of railroad marked or controlled equipment will not be considered under this item until written car hire relief has been obtained from the controlling railroad
510	TURNING OF CARS TO PERMIT UNLOADING 1 In instances where it is desired that freight in carloads be placed on industrial or team tracks for loading or unloading from one particular side or end of the car, cars must be properly placarded on both sides, and notation made on the Bill of Lading and waybill substantially as follows NOTICE TO CARRIER “Deliver car for loading or unloading from the door or end specified by placard” 2 When freight in carloads is properly placarded on both sides of the car to load or unload from one particular side or end of the car, and customer directs MNA to turn the car so that loading or unloading can be done from the other side or end of the car, a charge of \$200 per car shall apply, in addition to all other lawful charges 3 If the car must be sent to another railroad to accomplish turning, the charges of the other railroad will be in addition to the charges contained in this item
515	CLOSING DOORS When it is necessary for MNA to close doors, hatches, gates or secure tie down devices on empty cars, a charge of \$50 will be assessed against the customer releasing said car. Loaded cars will not be moved unless all doors, hatches, gates and tie-down devices are secured
517	WEIGHING (NOT APPLICABLE ON MNA)

SECTION 2 - ACCESSORIAL CHARGES	
ITEM	APPLICATION
520	OVERLOAD CHARGES 1) For cars in excess of 286,000 lbs moving over any portion of MNA, movement must be pre-approved by Roadmaster located in Carthage, MO 2) Cars found to be overloaded while on the tracks of MNA, or cars interchanged from MNA to another carrier which are returned to MNA because such cars are overloaded, will either be a) returned to the shipper for adjustment, or b) placed at a location suitable for adjusting the load Determination of the above will be at the discretion of the MNA Cars covered by this item will be subject to MNA demurrage rules and charges, no free time or credits will be allowed. Demurrage will begin upon notification to customer of overloaded condition, or placement of the car at the location for adjustment of the car, whichever occurs last Cars covered by this item will be subject to a charge of \$300 per car, plus any applicable MNA local freight, switching and demurrage charges 3) Cars found to be overloaded at a loading point served by MNA will not be moved until the load has been adjusted. Demurrage will continue until the car is released and accepted by MNA. No additional free time will be allowed 4) Cars found to be overloaded and delivered to an unloading point served by MNA will be returned to the shipper or moved to another location for adjustment of the load. Such cars will be subject to a charge of \$500 per car. No additional demurrage free time will be granted

SECTION 2 – ACCESSORIAL CHARGES

ITEM	APPLICATION
530	DIVERSION OR RECONSIGNMENT Diversion or reconsignment means any one or more of the following when a car is located on or under control of the MNA 1 Change in the name of consignee 2 Change in the name of consignor 3 Change in the destination 4 Change in route 5 Any other instruction given by consignee, consignor, or owner affecting delivery and requiring and addition to or a change in billing, and additional movement of the car, or both Except as otherwise provided herein, the term "destination" as used in these rules means the billed destination Diversion or Reconsignment orders will not be accepted by MNA for cars that are not under its control CHARGES When an order is placed with MNA by consignee, consignor, or owner that modifies any of the terms of shipment listed above in this item, the following charges will apply 1 The charge for Diversion or Reconsignment will be \$200 per car for single car diversions 2 The charge for Diversion or Reconsignment will be \$300 for a multi-car traveling as a single unit on a single bill-of-lading 3 Facilitation of Diversions or Reconsignments is not guaranteed. If the request is not accomplished, no charge will be assessed for the request 4 Cars stopped, diverted or reconsigned under terms of this item are subject to any accessorial charges published by the MNA
540	"SHIPMENT TO ORDER", "ORDER NOTIFY" OR "STRAIGHT BILL OF LADING" REQUIRING SURRENDER OF BILL OF LADING OR WRITTEN ORDER 1 When the original Bill of Lading or written order covering a shipment described above is not available, the property may be delivered in advance of the surrender of the Bill of Lading or written order as the case may require, under the provisions of Rule 7 of the UFC 2 If a Bill of Lading is tendered after 7:00 am of the day following loading, a charge of \$200 per car will apply 3 When Order Bills of Lading or written orders are received prior to arrival of car on MNA, there will be no charge. Order Bills of Lading or written orders received after arrival of cars on MNA will be assessed a charge of \$200 per car 4 Cars held awaiting instructions under terms of this item will be subject to demurrage provisions of this tariff. Demurrage charges will accrue against the party issuing instructions
550 - A	CARS RECEIVED IN ERROR BY MNA Loaded or empty cars received by MNA from connections that are not consigned to MNA or its customers or subsequently not accepted by consignee will be treated as mishandled cars received in error The carrier interchanging a mishandled car to MNA will be assessed a charge of \$335 per car

SECTION 2 – ACCESSORIAL CHARGES	
ITEM	APPLICATION
555	FAILURE TO DELIVER LOAD TO MNA When a foreign road delivers a car to the MNA for a customer to load, and customer fails to return the loaded car to the foreign road that supplied the car, but instead ships the loaded car via another railroad, the customer will pay a charge of \$500 per car to the MNA plus any applicable charges assessed by the foreign railroad This charge shall not apply to cars ordered and not used as covered in item 560 of this tariff
560	EMPTY CARS ORDERED AND NOT USED If MNA receives an order for empty cars, and such order is canceled by the ordering party after such empty car is dispatched in a MNA train to a shipper, a charge of \$200 per car will be assessed to the ordering party
570	LEASE OF RAILROAD TRACKS FOR STORAGE Tracks of MNA may be leased to shippers, receivers or private car owners, subject to availability, pursuant to terms and conditions of special agreements. In absence of such agreements, the charge is \$10.00 per year per lineal track foot, subject to a minimum charge of \$500. Contact the appropriate Manager of Marketing & Sales regarding the creation of a track lease Request for lease of tracks for storage must be received in writing by MNA, stating the amount of track or number of car spots requested and the estimated duration of the storage Such track agreements also may require written approval from UP real estate department Cars placed in storage must be privately owned or free of car hire. Cars held on storage tracks will not be subject to demurrage Switching of cars to and from storage will apply at \$260 per car
575 - A	HANDLING EMPTY FREIGHT CARS FOR STORAGE This item applies on all types of rail cars destined for storage on MNA, including, but not limited to, cars provided by railroads, leased cars and cars bearing other than railroad reporting marks, but not including passenger train cars The charge for movement of empty cars is \$150 per car. MNA will not be responsible for the payment of any per diem or mileage charges, MNA will not absorb any switch charges MNA's maximum liability for loss and damage is \$0 per railcar (NO LIABILITY WILL BE ASSUMED FOR PAINTING, DEFACING OR VANDALISM) AND Flat rate on a last in first out basis is the same as inbound move and for any other special switching requirement please contact the Manager of Marketing and Sales

SECTION 2 – ACCESSORIAL CHARGES	
ITEM	APPLICATION
580	MOVEMENT OF LOCOMOTIVES Privately owned, leased or foreign line locomotives will be moved over the MNA subject to a minimum charge of \$500 for movement on own wheels, but not on own power. MNA will not absorb any switching charges applicable to shipments of locomotives. All Privately owned, leased or foreign line locomotives are subject to a joint inspection at interchange by both MNA mechanical personnel and connecting carrier mechanical personnel. Any locomotives that fail inspection will be rejected at interchange. MNA's maximum liability for loss and damage is \$0 per locomotive.
600	STORAGE OF LOADED RAIL CARS When rail cars are delivered to MNA for storage, a charge of \$30 per car per day will be assessed against the party requesting storage. This charge will be assessed from the date of interchange until date placed for loading or interchange. Cars subject to car hire charges will be subject to demurrage charges. Other services will be subject to rates provided in this publication. Storage under this Item is subject to availability of track space.
650	REJECTED CAR When an empty car is rejected by a shipper as either being unfit for loading or for any reason is not correct equipment ordered, a charge of \$150 will be assessed against the furnishing carrier.
675	CARS HELD FOR INSTRUCTIONS When loaded cars are removed from an industry or team track and held awaiting instruction, a charge of \$30 will be assessed for each day the car is held. Applicable demurrage will be assessed in addition to this charge. Instructions must be received by 12 00 noon, or the charge will be assessed for an entire additional day.
700	CARS RELEASED IN ERROR When a customer releases a rail car and then requests that car be returned, the following charges will be assessed: If car is still on the MNA, applicable local rates will apply as outlined in Item 420 of this tariff. If car has been delivered to another Carrier, customer will be assessed all charges of connecting carrier in addition to applicable district rates applying on the MNA.
725	SPECIAL TRAIN When an industry requests a dedicated train for movement of loaded or empty cars, a charge of \$54 per mile will be assessed. This amount allows up to a 20 car unit. Any additional increments of cars will be assessed at the same rate. A minimum of 100 miles will be assessed. Any special train operated on a weekend day or railroad holiday will be assessed an additional \$1,500.
EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS	
AAR	Association of American Railroads
OPSL	Official List of Open and Prepay Stations, Station List Publishing Company, Agent
RER	The Official Railway Equipment Register, R E R Publishing Company, Agent
RPS	Railroad Publication Services, Agent
STB	Surface Transportation Board

STCC	Standard Transportation Commodity Code
UFC	Uniform Freight Classification, Uniform Freight Classification Committee, Agent
A	Increase
C	Changes resulting in neither an increase nor a decrease
R	Decrease

**MISSOURI & NORTHERN ARKANSAS RAILROAD
COMPANY, INC.**

A RailAmerica Company



Freight Tariff MNA 8000-B

**NAMING
SWITCHING AND ACCESSORIAL CHARGES
AT LOCATIONS ON THE MISSOURI & NORTHERN ARKANSAS RAILROAD**

THIS TARIFF APPLIES ON INTERSTATE TRAFFIC AND INTRASTATE TRAFFIC IN THE STATES OF
AR, MO AND KS

NOTICE
THE PROVISIONS HEREIN WILL, IF EFFECTIVE, NOT HAVE A NEGATIVE IMPACT ON THE QUALITY
OF THE HUMAN ENVIRONMENT OR ENERGY CONSUMPTION

FOR GOVERNING CLASSIFICATIONS, SEE ITEM 5

ISSUED JULY 25, 2006

EFFECTIVE JULY 25, 2006

ISSUED BY
MISSOURI & NORTHERN ARKANSAS RAILROAD COMPANY, INC
514 NORTH ORNER
P O BOX 776
CARTHAGE, MO 64836

METHOD OF ADDING, CHANGING OR DELETING ITEMS IN THIS TARIFF

Changes to this tariff will be made by issuing supplements. These supplements will show the action taken on each item, namely

- A Increase
- C Change resulting in neither an increase nor a decrease
- R Decrease

There will be only one supplement to this tariff in effect at any time. Any item contained in a prior supplement will be brought forward to subsequent supplements.

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GENERAL RULES AND REGULATIONS	
ITEM	APPLICATION
5	DESCRIPTION OF GOVERNING CLASSIFICATION This tariff is governed, except as otherwise provided herein, by Uniform Freight Classification UFC 6000 series, issued by the National Railroad Freight Committee, Agent, supplements thereto or reissues thereof
10	STATION LIST AND CONDITIONS This tariff is governed by the Official Railroad Station List, OPSL 6000 series, to the extent shown below PREPAY REQUIREMENTS AND STATION CONDITIONS For addition and abandonment of stations, and except as otherwise shown herein, for prepay requirements, changes in names of stations, restrictions as to acceptance or delivery of freight, and changes in station facilities When a station is abandoned as of a date specified in the above named tariff, the rates from and to such station, as published in this tariff, is inapplicable on and after that date GEOGRAPHICAL LIST OF STATIONS For geographical locations of stations referred to in this tariff by station number STATION NUMBERS For the identification of stations when stations are shown or referred to by numbers in this tariff
15	EXPLOSIVES, DANGEROUS ARTICLES For rules and regulations governing the transportation of explosives and other dangerous articles of freight, also specifications for shipping containers and restrictions governing the acceptance and transportation of explosives and other dangerous articles, see Bureau of Explosives Tariff BOE 6000-series
20	REFERENCE TO TARIFFS, ITEMS, NOTES AND RULES Where reference is made in this tariff to tariffs, items, notes or rules, such references are continuous and include supplements to and successive issues of such tariffs and reissues of items, notes or rules
30	Intentionally left blank
40	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 the numbers shown
45	CAPACITIES AND DIMENSIONS OF CARS For marked capacities, lengths, dimensions and cubical capacities of cars, see The Official Railway Equipment Register, RER 6413 series Maximum Gross weight on rail on Missouri & Northern Arkansas Railroad WITHOUT CLEARANCE is 286,000, with the exception of Joplin, Springfield and Wallis, Missouri, which shall not exceed 263,000 pounds
50	SPECIAL CAR RESTRICTIONS The handling of a car in excess of 89 feet in length, with a marked capacity greater than 210,000 pounds, in excess of Plate F dimensions or with six (6) or more axles shall be handled on a permit basis only, and special handling charges may be applied in addition to charges listed in Item 400 of this tariff

ISSUED December 12, 2005

EFFECTIVE January 1, 2006

ISSUED BY Missouri & Northern Arkansas Railroad, 514 N Orner, PO Box 776, Carthage, MO 64836

GENERAL RULES AND REGULATIONS	
ITEM	APPLICATION
60	This section intentionally left blank
70	MILEAGE CHARGES ON PRIVATELY OWNED CARS MNA will not pay mileage charges on privately owned car when moving to, from or via stations on the MNA
75	DEMURRAGE Cars handled under the provisions of this tariff will also be subject to the demurrage provisions of MNA 6001 Series
80	CHANGES IN OR ADDITION OF FIRMS OR INDUSTRIES Switching charges shown in this tariff apply to the physical locations or plant sites and are not affected by name changes or ownership changes of the occupants or property
90	PAYMENT AND CREDIT TERMS All charges under this tariff must be prepaid, unless satisfactory arrangements with MNA have been made prior to performance of service. Charges for services rendered under terms of this tariff will accrue against the customer located on the MNA, unless arrangements to the contrary have been made with MNA prior to performance of service. All payments for services covered herein are due and payable within fifteen (15) days following the Freight Bill date. The rules applicable to payments and credit terms are in accordance with those found in 49 CFR 1320. Payments received after the expiration of the credit period shall be subject to a service charge of one and one-half percent (1 1/2%) per month (or fraction thereof) of the outstanding balance or highest rate allowed by law.
130	RECEIPT AND DELIVERY OF CARS OR FREIGHT ON, TO, OR FROM PRIVATE AND INDUSTRIAL TRACKS 1 This tariff will be subject to the rules and charges governing receipt and delivery of freight on, to, or from private and industrial tracks as published in Tariff RPS-6804 series 2 The tariff does not grant the use of private sidings or facilities to parties other than the owners thereof, unless the privilege of use is granted to others by the owners, without cost to MNA
200	HOURS OF SERVICE AND PERFORMANCE. 1 Hours of service and performance are subject to change based upon Missouri & Northern Arkansas Railroad scheduled operation and switching. The following accessorial charges will be applied to services rendered outside of the prescribed scheduled operating and switching times or on designated holidays when service is not provided. 2 Services required to be performed on days or at hours other than those set forth in No. 1 above will not be deemed to fall within the term "normal operation periods", or "workdays". Such days or hours will be deemed to fall within the term "Special Movements" and rates in accordance with Section 2, item 500 will apply.
205	HOLIDAYS MNA holidays are defined, for purposes of this tariff, as New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day following Thanksgiving Day, Christmas Eve Day and Christmas Day.
300	DEFINITION OF TERMS Industrial Tracks - A track serving a particular industry, whether located upon property owned by MNA or upon property owned or leased by the industry.

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	GENERAL RULES AND REGULATIONS
ITEM	APPLICATION
	Interchange Track – Tracks on which cars are exchanged between connecting lines Intermediate Switching - A switching movement between interchange tracks of one carrier to interchange tracks of another carrier within the switching limits of the same station Intra-Plant Switch - A switching movement from one location to another location within the confines of an industry Intra-Terminal Switch - A switching movement (other than intra-plant) from one location to another location within the switching limits of one station or industrial switching district of the same railroad Inter-Terminal Switch - A switching movement from one railroad to another railroad when such movement is within the switching limits of the same station or switching district Switching charges of connections will be in addition to those published herein for account of MNA Hazardous Materials (HAZ MATL'S) – Commodities classified by the US Department of Transportation as hazardous materials for purposes of transportation and published in the Association of American Railroad's Directory of Hazardous Materials Shipping Descriptions Local Traffic – Shipments to or from a point outside the limits of the switching district where movements are not in conjunction with another carrier Private Siding – A track of other than carrier ownership under the exclusive use or control of the owning party Pool Car – A rail car assigned to a specific customer Foreign Road Car – Any railroad marked car that does not have MNA markings or is assigned to a customer pool Reciprocal Switching – An arrangement between MNA and a connecting railroad serving the same station or switching district where the carrier physically serving the industry performs switching service for loading or unloading on behalf of the other carrier on shipments having an immediately preceding or following line-haul movement via the other carrier MNA will perform reciprocal switching only to or from MNA customers specifically listed in this tariff Roadhaul Traffic – Shipments to or from a point outside the limits of the switching district in conjunction with movement of another carrier, except as otherwise provided STCC -- Seven digit number assigned to commodities as published in the Standard Transportation Commodity Code – 6001 Series Grain and Grain Products – Commodities which carry a STCC of 01 13, 01 144, and 20 41 in the Standard Commodity Code – 6001 Series
300 Cont'd	DEFINITION OF TERMS CONT'D Team Track - A track or tracks assigned by MNA for use by the general public Unabsorbed Switch Charge- Applies in addition to the line-haul transportation charge or charges of a connecting carrier published in tariffs or other instruments of that carrier when moving to or from the specified MNA station via a junction with that connecting carrier MP – Railroad Mile Post

GENERAL RULES AND REGULATIONS

ITEM	APPLICATION
SECTION 1 – SWITCHING	
ITEM	APPLICATION
310 - C	HANDLING OF LOADED AND/OR EMPTY CARS Except for Reciprocal Switching and as otherwise provided herein, switching charges published herein will apply on empty cars
320	INTRA-PLANT SWITCH The charge for an Intra-Plant Switch will be \$100 per car
330	INTRA-TERMINAL SWITCH The charge for an Intra-Terminal Switch will be \$175 per car
340	INTER-TERMINAL SWITCH The charge for an Inter-Terminal Switch will be \$250 per car

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370 - C	RECIPROCAL SWITCHING				
	DISTRICT	CONNECTING CARRIER	JUNCTION	CHARGE	NOTES
	SPRINGFIELD	BNSF	SPRINGFIELD, MO	\$300 \$133	\$133 applies to Grain & Grain Products only
		<u>APPLICABLE ON SHIPMENTS TO/FROM</u> Green Seed Clariant Meeks Lumber Dyke Lumber Acme Brick Carlisle Dayco Smurfitt Stone Container Wildcat Materials Shapiro Sales			
	CARTHAGE	BNSF	AURORA, MO JOPLIN, MO LAMAR, MO	See Note Below	(1)
		<u>APPLICABLE ON SHIPMENTS TO/FROM</u> AAG ADM Americold Logistics and their tenants Cargill Oil & Shortenings Carthage Crushed Limestone Corporate Trans c/o Lamar Feed & Grain Leggett & Platt, Inc			
	JOPLIN	KCS	JOPLIN, MO	\$220 \$350	(2) (3)

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370 Cont'd	RECIPROCAL SWITCHING CONT'D				
	JOPLIN	BNSF	JOPLIN, MO AURORA, MO	See Note Below	(1)
		<u>APPLICABLE ON SHIPMENTS TO/FROM</u> Commercial Metals Fifteenth Street Lumber Herrman Lumber Joplin Building Materials Meeks Lumber Co Midway Lumber Railroad Salvage & Restoration G F Wiededeman International Inc C Ridout Lumber Standard Transportation – Lumber Reload Only Tamko Roofing Products (Rangeline Plant) Tamko Roofing Products (High Street Plant) Thermal Engineering International Trees Unlimited			
	AURORA	BNSF	AURORA, MO	\$200	
		<u>APPLICABLE ON SHIPMENTS TO/FROM</u> MFA Tyson Foods			
	LAMAR	BNSF	LAMAR, MO	\$200	
				\$300	(4)
				\$1000	(5)
		<u>APPLICABLE ON SHIPMENTS TO/FROM</u> El Dorado Chemical			

Note (1) – Switching charges will be absorbed in full by BNSF pursuant to Sale Agreement between MNA & BNSF

Note (2) – Rate applicable on all products except Hazardous Materials

Note (3) – Rate applicable on Hazardous Materials

Note (4) – Reciprocal switching rate applies to Epoch Composites traffic going to or coming from industries that are located on the BNSF and closed to reciprocal switching or that are local BNSF stations. BNSF must supply the shipper and origin or consignee and destination to receive benefit of this charge. Failure to supply this information will invoke the rate subject to Note 5

Note (5) – Reciprocal switching rate applies to Epoch Composites traffic going to or coming from industries on the BNSF that are open to reciprocal switching or stations that are located on other than BNSF

380	INTERMEDIATE SWITCHING		CHARGE	NOTES
	FROM/TO	FROM/TO		
	BNSF	KCS	\$250	
400	DEFINITION OF LOCAL RATE DISTRICTS		DISTRICT NAME	LIMITS
			Batesville	MP 258 7 to MP 298 2
			Cotter	MP 298 2 to MP 386 5
			Branson	MP 386 5 to MP 480 0
			Carthage	MP 480 0 to MP 530 0 MP 309 9 to MP 315 3
			Joplin	MP 529 0 to MP 545 7 MP 334 39 to MP 330 2
			Nevada	MP 530 0 to MP 580 0
			Clinton	MP 316 9 to MP 265 2
			Fort Scott	MP 317 2 to MP 337 4
			Harrisonville	MP 580 0 to MP 643 3
			Springfield	Springfield / Wallis Branch

410		STATION LISTING		
NUMBER	STATION LISTING	STATE	LOCAL RATE DISTRICT	
6130	Adrian	MO	Harrisonville	
22860	Appleton City	MO	Clinton	
6200	Archie	MO	Harrisonville	
40060	Atlas/ICI	MO	Joplin	
4890	Aurora	MO	Carthage	
2860	Batesville	AR	Batesville	
4160	Bergman	AR	Branson	

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410 Cont'd	STATION LISTING CONT'D		
NUMBER	STATION LISTING	STATE	LOCAL RATE DISTRICT
3040	Biltmore	AR	Batesville
4470	Branson	MO	Branson
6060	Butler	MO	Harrisonville
3410	Calico Rock	AR	Cotter
35280	Carthage	MO	Carthage
5330	Carytown	MO	Nevada
22660	Clinton	MO	Clinton
3820	Cotter	AR	Cotter
4790	Crane	MO	Branson
2890	Cushman	AR	Batesville
28270	Deerfield	MO	Ft Scott
2590	Diaz Jct	AR	Batesville
35330	Dyno / Hercules	MO	Joplin
2730	Eastman	AR	Batesville
5150	Empire Spur	MO	Carthage
23315	Eve	MO	Ft Scott
3860	Flippin	AR	Branson
22630	FPE Spur	MO	Clinton
23390	Ft Scott	KS	Ft Scott
4520	Gretna	MO	Branson
23410	Griffith	KS	Ft Scott
3120	Guion	AR	Cotter
6320	Harrisonville	MO	Harrisonville
23040	Harwood	MO	Clinton
35330	Hercules / Dyno	MO	Joplin
4450	Hollister	MO	Branson
40060	ICI / Atlas	MO	Joplin
2680	Independence	AR	Batesville
5560	Irwin	MO	Nevada
5390	Jasper	MO	Nevada
35450	Joplin	MO	Joplin
23160	Ladue	MO	Clinton

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410
Cont'd

STATION LISTING CONT'D

NUMBER	STATION LISTING	STATE	LOCAL RATE DISTRICT
5510	Lamar	MO	Nevada
2880	Limedale	AR	Batesville
6270	Lone Tree	MO	Harrisonville
22800	Montrose	MO	Clinton
2810	Moorefield	AR	Batesville
3300	Mount Olive	AR	Cotter
3080	Myersville	AR	Cotter
5750	Nevada	MO	Nevada
2700	Newark	AR	Batesville
3570	Norfolk	AR	Cotter
6370	Ore	MO	Harrisonville
6090	Passaic	MO	Harrisonville
2830	Pfeiffer Spur	AR	Batesville
6430	Pleasant Hill	MO	Harrisonville
4030	Pyatt	AR	Branson
4600	Reeds Springs	MO	Branson
5920	Rich Hill	MO	Harrisonville
22950	Rockville	MO	Clinton
5610	Sheldon	MO	Nevada
10220	Springfield	MO	Springfield
5060	Stotts City	MO	Carthage
3250	Sylamore	AR	Cotter
23170	Todd	MO	Clinton
23090	Walker	MO	Clinton
10330	Wallis	MO	Springfield
35380	Webb City	MO	Joplin
3920	Yellville	AR	Branson

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EFFECTIVE January 1, 2006

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420	LOCAL RATES	Except as otherwise provided (see exceptions), rates in this Item apply on cars moving between districts on the MNA. These rates cannot be used in combination with any other rates. In addition to these rates, hazardous materials will be handled in accordance with the provisions of Note 2 of this Item. Exceptions 1 These rates are not applicable on Grain and Grain Products (See Item 430) 2 These rates will not apply on cars handled in connection with another carrier (See Note 1) 3 These rates are not applicable on unit trains (trains of the same product moving from one origin to one destination that exceed 10 cars) 4 These rates are not applicable on Coal (STCC 11) 5 These rates are not applicable on Passenger Cars (STCC 37 42) and Locomotives (STCC 37 41) 6 These rates are not applicable to shipments exceeding 263,000 gross pounds
ORIGINATING DISTRICT	TERMINATING DISTRICT	RATE IN \$ / CAR
Batesville	Batesville Branson Carthage Clinton Cotter Ft Scott Harrisonville Joplin Nevada Springfield	200 400 525 800 300 800 800 650 650 800
420 Cont'd	LOCAL RATES CONT'D	

ORIGINATING DISTRICT	TERMINATING DISTRICT	RATE IN \$ / CAR
Branson	Batesville	400
	Branson	200
	Carthage	300
	Clinton	525
	Cotter	300
	Ft Scott	525
	Harrisonville	525
	Joplin	400
	Nevada	400
	Springfield	550
Carthage	Batesville	525
	Branson	300
	Carthage	200
	Clinton	400
	Cotter	400
	Ft Scott	400
	Harrisonville	400
	Joplin	300
	Nevada	300
	Springfield	425
Clinton	Batesville	800
	Branson	525
	Carthage	400
	Clinton	200
	Cotter	650
	Ft Scott	400
	Harrisonville	400
	Joplin	400
	Nevada	300
	Springfield	675
420 Cont'd	LOCAL RATES CONT'D	

ORIGINATING DISTRICT	TERMINATING DISTRICT	RATE IN \$ / CAR
Cotter	Batesville	300
	Branson	300
	Carthage	400
	Clinton	650
	Cotter	200
	Ft Scott	650
	Harrisonville	650
	Joplin	525
	Nevada	525
	Springfield	675
Ft Scott	Batesville	800
	Branson	525
	Carthage	400
	Clinton	400
	Cotter	650
	Ft Scott	200
	Harrisonville	400
	Joplin	525
	Nevada	300
	Springfield	675
Harrisonville	Batesville	800
	Branson	525
	Carthage	400
	Clinton	400
	Cotter	650
	Ft Scott	400
	Harrisonville	200
	Joplin	525
	Nevada	300
	Springfield	675
420 Cont'd	LOCAL RATES CONT'D	

ISSUED December 12, 2005

EFFECTIVE January 1, 2006

ISSUED BY Missouri & Northern Arkansas Railroad, 514 N Orner, PO Box 776, Carthage, MO 64836

ORIGINATING DISTRICT	TERMINATING DISTRICT	RATE IN \$ / CAR
Joplin	Batesville	650
	Branson	400
	Carthage	300
	Clinton	400
	Cotter	525
	Ft Scott	525
	Harrisonville	525
	Joplin	200
	Nevada	400
	Springfield	550
Nevada	Batesville	650
	Branson	400
	Carthage	300
	Clinton	300
	Cotter	525
	Ft Scott	300
	Harrisonville	300
	Joplin	400
	Nevada	200
	Springfield	550
Springfield	Batesville	800
	Branson	550
	Carthage	425
	Clinton	675
	Cotter	675
	Ft Scott	675
	Harrisonville	675
	Joplin	550
	Nevada	550
	Springfield	200
Note 1: Switching charges will not be absorbed. MNA will charge applicable switching charges of connecting carrier in addition to MNA charges.		
Note 2: An additional charge of \$130 per car will be applied to the transportation of hazardous materials.		
430	LOCAL GRAIN RATES COMMODITY = Grain & Grain Products	Applicable between Stations on the MNA

ISSUED December 12, 2005

EFFECTIVE January 1, 2006

ISSUED BY Missouri & Northern Arkansas Railroad, 514 N Omer, PO Box 776, Carthage, MO 64836

EXPLANATION OF GROUPS			
Group A	Group B		Group C
Carthage, MO	Adrian, MO		Appleton City, MO
Jasper, MO	Archie, MO		Clinton, MO
Lamar, MO	Butler, MO		Harwood, MO
Nevada, MO	Harrisonville, MO		Montrose, MO
Sheldon, MO	Passaic, MO		Rockville, MO
	Rich Hill, MO		Walker, MO
			Deerfield, MO
			Ft Scott, KS
TO	Rates (See Notes 1 & 2)		
	FROM		
	Group		
	(See explanation of Group Above)		
	A	B	C
Aurora, MO	\$453	\$502	\$533
Batesville, AR	\$730	\$789	\$814
Newark, AR	\$730	\$789	\$814
Bergman, AR	\$560	\$599	\$623
Carthage, MO	\$323	\$371	\$409
Cotter, AR	\$560	\$599	\$623
Nevada, MO	\$318	\$365	\$402
Springfield, MO	\$624	\$674	\$704
ROUTE: MNA Direct			
Note 1 – Shipment must be made in equipment with AAR Car Type C (Covered Hopper)			
Note 2 – Switching charges will not be absorbed			
Note 3 – Rates applicable only on shipments that do not exceed gross weight capacity of 263,000 pounds Contact Manager Marketing & Sales for rates in excess of 263,000 pounds			

ISSUED December 12, 2005

EFFECTIVE January 1, 2006

ISSUED BY Missouri & Northern Arkansas Railroad, 514 N Ormer, PO Box 776, Carthage, MO 64836

SECTION 2 – ACCESSORIAL CHARGES	
ITEM	APPLICATION
500	SPECIAL MOVEMENTS Except as otherwise provided in this tariff, when special movements of cars or other equipment (including locomotives) are requested by patron, or required because of excessive dimension, excessive weight, high center of gravity, or other conditions not permitting normal operation, the following charges will be assessed in addition to other lawfully published rates CHARGES 1 At All Stations within Normal Service Hours If service is as set forth in Item 200, Paragraph 1, a charge of \$300 per hour or fraction thereof will be assessed, subject to a minimum charge of \$1,200, if performed within 8 continuous hours or fraction thereof. Should performance of service exceed 8 continuous the rate will be \$500 per hour for all hours in excess of 8 continuous hours 1A When special freight train service on MNA has been arranged by the operating department upon request of shippers or Consignees, or as deemed necessary by the railroad, the rate will be \$2,500 WITH MNA POWER AND \$1,800 WITH OTHER POWER. The charge for the special service will be in addition to the regular freight charges which are provided for in freight tariffs or private contracts or quotes governing the movement of freight handled in regular freight trains 1B If special freight train service is subsequently cancelled by shipper or consignee within 12 hours of original requested time there will be a \$750 cancellation fee 2 At All Stations not within Normal Service Hours If service is performed as set forth in Item 200, Paragraph 2, a charge of \$500 will be assessed. Should performance of service exceed 8 continuous hours the rate will be \$700 per hour for all hours in excess of 8 continuous hours CONDITIONS 1 Reasonable notice must be given to MNA by the party requesting service under the provisions of this Item 2 All requests for Special Movements must be received in writing (mail, fax or email) by MNA before service is performed Time will be computed from the time engine and crew is dispatched from their on-duty location until the special movement has been performed and the engine and crew have returned to the point of dispatch.

SECTION 2 – ACCESSORIAL CHARGES	
ITEM	APPLICATION
505	ASSEMBLING UNIT TRAINS MNA may assemble unit trains for online customers. The following conditions must be met PRIOR to movement of empty equipment to MNA. A request must be submitted to the MNA including the following information: Number of cars to assemble as a unit, interchange location(s) for empty equipment, interchange location(s) for outbound loaded unit train, date first cars are expected to arrive at MNA, date which unit train will be loaded, location of loading, ownership of equipment – private or railroad owned or leased. Party requesting assembly of a unit train must obtain written authorization from the General Manager of railroad. Marked or controlled equipment will not be considered under this item until written car hire relief has been obtained from the controlling railroad.
510	TURNING OF CARS TO PERMIT UNLOADING 1 In instances where it is desired that freight in carloads be placed on industrial or team tracks for loading or unloading from one particular side or end of the car, cars must be properly placarded on both sides, and notation made on the Bill of Lading and waybill substantially as follows: NOTICE TO CARRIER “Deliver car for loading or unloading from the door or end specified by placard” 2 When freight in carloads is properly placarded on both sides of the car to load or unload from one particular side or end of the car, and customer directs MNA to turn the car so that loading or unloading can be done from the other side or end of the car, a charge of \$200 per car shall apply, in addition to all other lawful charges. 3 If the car must be sent to another railroad to accomplish turning, the charges of the other railroad will be in addition to the charges contained in this item.
515	CLOSING DOORS When it is necessary for MNA to close doors, hatches, gates or secure tie down devices on empty cars, a charge of \$50 will be assessed against the customer releasing said car. Loaded cars will not be moved unless all doors, hatches, gates and tie-down devices are secured.
517	WEIGHING (NOT APPLICABLE ON MNA)

SECTION 2 – ACCESSORIAL CHARGES	
ITEM	APPLICATION
520	OVERLOAD CHARGES 1) For cars in excess of 286,000 lbs moving over any portion of MNA, movement must be pre-approved by Roadmaster located in Carthage, MO 2) Cars found to be overloaded while on the tracks of MNA, or cars interchanged from MNA to another carrier which are returned to MNA because such cars are overloaded, will either be a) returned to the shipper for adjustment, or b) placed at a location suitable for adjusting the load Determination of the above will be at the discretion of the MNA Cars covered by this item will be subject to MNA demurrage rules and charges, no free time or credits will be allowed Demurrage will begin upon notification to customer of overloaded condition, or placement of the car at the location for adjustment of the car, whichever occurs last Cars covered by this item will be subject to a charge of \$300 per car, plus any applicable MNA local freight, switching and demurrage charges 3) Cars found to be overloaded at a loading point served by MNA will not be moved until the load has been adjusted Demurrage will continue until the car is released and accepted by MNA No additional free time will be allowed 4) Cars found to be overloaded and delivered to an unloading point served by MNA will be returned to the shipper or moved to another location for adjustment of the load Such cars will be subject to a charge of \$500 per car No additional demurrage free time will be granted

SECTION 2 – ACCESSORIAL CHARGES	
ITEM	APPLICATION
530	DIVERSION OR RECONSIGNMENT Diversion or reconsignment means any one or more of the following when a car is located on or under control of the MNA 1 Change in the name of consignee 2 Change in the name of consignor 3 Change in the destination 4 Change in route 5 Any other instruction given by consignee, consignor, or owner affecting delivery and requiring addition to or a change in billing, and additional movement of the car, or both Except as otherwise provided herein, the term "destination" as used in these rules means the billed destination Diversion or Reconsignment orders will not be accepted by MNA for cars that are not under its control CHARGES When an order is placed with MNA by consignee, consignor, or owner that modifies any of the terms of shipment listed above in this item, the following charges will apply 1 The charge for Diversion or Reconsignment will be \$200 per car for single car diversions 2 The charge for Diversion or Reconsignment will be \$300 for a multi-car traveling as a single unit on a single bill-of-lading 3 Facilitation of Diversions or Reconsignments is not guaranteed. If the request is not accomplished, no charge will be assessed for the request 4 Cars stopped, diverted or reconsigned under terms of this item are subject to any assessorial charges published by the MNA
540	"SHIPMENT TO ORDER", "ORDER NOTIFY" OR "STRAIGHT BILL OF LADING" REQUIRING SURRENDER OF BILL OF LADING OR WRITTEN ORDER 1 When the original Bill of Lading or written order covering a shipment described above is not available, the property may be delivered in advance of the surrender of the Bill of Lading or written order, as the case may require, under the provisions of Rule 7 of the UFC 2 If a Bill of Lading is tendered after 7 00 am of the day following loading, a charge of \$200 per car will apply 3 When Order Bills of Lading or written orders are received prior to arrival of car on MNA, there will be no charge. Order Bills of Lading or written orders received after arrival of cars on N/A will be assessed a charge of \$200 per car 4 Cars held awaiting instructions under terms of this item will be subject to demurrage provisions of this tariff. Demurrage charges will accrue against the party issuing instructions
550	CARS RECEIVED IN ERROR BY MNA Loaded or empty cars received by MNA from connections that are not consigned to MNA or its customers or subsequently not accepted by consignee will be treated as mishandled cars received in error The carrier interchanging a mishandled car to MNA will be assessed a charge of \$335 per car

SECTION 2 – ACCESSORIAL CHARGES	
ITEM	APPLICATION
555	FAILURE TO DELIVER LOAD TO MNA When a foreign road delivers a car to the MNA for a customer to load, and customer fails to return the loaded car to the foreign road that supplied the car, but instead ships the loaded car via another railroad, the customer will pay a charge of \$500 per car to the MNA plus any applicable charges assessed by the foreign railroad This charge shall not apply to cars ordered and not used as covered in item 560 of this tariff
560	EMPTY CARS ORDERED AND NOT USED If MNA receives an order for empty cars, and such order is canceled by the ordering party after such empty car is dispatched in a MNA train to a shipper, a charge of \$200 per car will be assessed to the ordering party
570	LEASE OF RAILROAD TRACKS FOR STORAGE Tracks of MNA may be leased to shippers, receivers or private car owners, subject to availability, pursuant to terms and conditions of special agreements. In absence of such agreements, the charge is \$10.00 per year per lineal track foot, subject to a minimum charge of \$500. Contact the appropriate Manager of Marketing & Sales regarding the creation of a track lease Request for lease of tracks for storage must be received in writing by MNA, stating the amount of track or number of car spots requested and the estimated duration of the storage Such track agreements also may require written approval from UP real estate department Cars placed in storage must be privately owned or free of car hire. Cars held on storage tracks will not be subject to demurrage Switching of cars to and from storage will apply at \$260 per car
575	HANDLING EMPTY FREIGHT CARS FOR STORAGE This item applies on all types of rail cars destined for storage on MNA, including, but not limited to, cars provided by railroads, leased cars and cars bearing other than railroad reporting marks, but not including passenger train cars The charge for movement of empty cars is \$150 per car. MNA will not be responsible for the payment of any per diem or mileage charges, MNA will not absorb any switch charges MNA's maximum liability for loss and damage is \$0 per railcar (NO LIABILITY WILL BE ASSUMED FOR PAINTING, DEFACING OR VANDALISM) AND Flat rate on a last in first out basis is the same as inbound move and for any other special switching requirement please contact the Manager of Marketing and Sales

SECTION 2 – ACCESSORIAL CHARGES	
ITEM	APPLICATION
580	MOVEMENT OF LOCOMOTIVES Privately owned, leased or foreign line locomotives will be moved over the MNA subject to a minimum charge of \$500 for movement on own wheels, but not on own power MNA will not absorb any switching charges applicable to shipments of locomotives All Privately owned, leased or foreign line locomotives are subject to a joint inspection at interchange by both MNA mechanical personnel and connecting carrier mechanical personnel Any locomotives that fail inspection will be rejected at interchange MNA's maximum liability for loss and damage is \$0 per locomotive
600	STORAGE OF LOADED RAIL CARS When rail cars are delivered to MNA for storage, a charge of \$30 per car per day will be assessed against the party requesting storage This charge will be assessed from the date of interchange until date placed for loading or interchange Cars subject to car hire charges will be subject to demurrage charges Other services will be subject to rates provided in this publication Storage under this item is subject to availability of track space
650	REJECTED CAR When an empty car is rejected by a shipper as either being unfit for loading or for any reason is not correct equipment ordered, a charge of \$150 will be assessed against the furnishing carrier
675	CARS HELD FOR INSTRUCTIONS When loaded cars are removed from an industry or team track and held awaiting instruction, a charge of \$30 will be assessed for each day the car is held Applicable demurrage will be assessed in addition to this charge Instructions must be received by 12 00 noon, or the charge will be assessed for an entire additional day
700	CARS RELEASED IN ERROR When a customer releases a rail car and then requests that car be returned, the following charges will be assessed If car is still on the MNA, applicable local rates will apply as outlined in Item 420 of this tariff If car has been delivered to another Carrier, customer will be assessed all charges of connecting carrier in additional to applicable district rates applying on the MNA
725	SPECIAL TRAIN When an industry requests a dedicated train for movement of loaded or empty cars, a charge of \$54 per mile will be assessed This amount allows up to a 20 car unit Any additional increments of cars will be assessed at the same rate A minimum of 100 miles will be assessed Any special train operated on a weekend day or railroad holiday will be assessed an additional \$1,500
EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS	
AAR	Association of American Railroads
OPSL	Official List of Open and Prepay Stations, Station List Publishing Company, Agent
RER	The Official Railway Equipment Register, R E R Publishing Company, Agent
RPS	Railroad Publication Services, Agent
STB	Surface Transportation Board

ISSUED December 12, 2005

EFFECTIVE January 1, 2006

ISSUED BY Missouri & Northern Arkansas Railroad, 514 N Orner, PO Box 776, Carthage, MO 64836

SICC	Standard Transportation Commodity Code
UFC	Uniform Freight Classification, Uniform Freight Classification Committee, Agent
A	Increase
C	Changes resulting in neither an increase nor a decrease
R	Decrease

**RAILTEX
DEMURRAGE TARIFF RATX 6001**

**DEMURRAGE TARIFF
CONTAINING DEMURRAGE RULES AND CHARGES
AT
POINTS ON
ALL RAILTEX SUBSIDIARY RAILROADS
(AS DEFINED IN THE LIST OF PARTICIPATING CARRIERS)**

NOTICE: The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

ISSUED: October 1, 1999

EFFECTIVE: January 1, 2000

**ISSUED BY
DAN WITTE
DIRECTOR, MARKETING & SALES
RAILTEX
4040 BROADWAY, SUITE 200
SAN ANTONIO, TX 78209**

PARTICIPATING CARRIERS

Carolina Piedmont Railroad (CPDR)
Central Oregon & Pacific Railroad (CORP)
Central Railroad of Indiana (CIND)
Central Railroad of Indianapolis (CERA)
Chesapeake & Albemarle Railroad (CA)
Connecticut Southern Railroad (CSO)
Dallas, Garland & Northeastern Railroad (DGNO)
Georgia Southwestern Railroad (GSWR)
Grand Rapids Eastern Railroad (GRE)
Indiana & Ohio Central Railroad (IOCR)
Indiana & Ohio Railway (IORY)
Indiana Southern Railroad (ISRR)
Michigan Shore Railroad (MS)
Mid-Michigan Railroad (MMRR)
Missouri & Northern Arkansas Railroad (MNA)
New England Central Railroad (NECR)
North Carolina & Virginia Railroad (NCVA)
Pittsburgh Industrial Railroad (PIR)
San Diego & Imperial Valley Railroad (SDIV)
South Carolina Central Railroad (SCRC)
Texas New Mexico Railroad (TNMR)
Texas Northeastern Railroad (TNER)
Virginia Southern Railroad (VSRR)
Winamac Southern Railroad (WSRY)

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ITEM 350
CANCELLATION OF CURRENT PROVISIONS

This tariff publication will cancel the provisions of the following tariffs

Section 4 of CPDR 8001-A
 Item 300 of CORP 8000-B
 CIND Tariff 6000
 CERA Tariff 6000
 Section 4 of CA 8000-E
 CSO Tariff 6000
 DGNO Tariff 6000-A
 Section 2 of GSWR 8001-C
 Item 400 through 480, GR Tariff 8010
 IOCR Tariff 6000
 IORY Tariff 6000
 Item 400 through 450, ISRR Tariff 8000-E
 Item 400 through 480, MS Tariff 8010
 Item 400 through 480, MMRR Tariff 8010
 Item 200 through 900, MNA 6004
 NECR Tariff 6000-A
 Section 4 of NCVA Tariff 8003
 PIR Adoption of PJH 6004
 Section 1 of SDIY Tariff 8001-B
 Section 4 of SCRF Tariff 8003
 TNMR Tariff 6000
 Section 4 of MMRR Tariff 8004
 Section 4 of NCVA Tariff 8002
 WSRY Tariff 6000

ITEM 400
GENERAL APPLICATION

Reference to "Railroad" shall mean all railroads listed as a participating carrier

- A Applicable at all stations on "Railroad "
- B The disposition of a car at its point of detention determines the purpose for which the car is held and the rules applicable thereto
- C All Railroad and Privately owned cars held for or by consignors or consignees are subject to demurrage rule and charges contained in this section, EXCEPT the following
 - 1 Cars for loading or unloading of "Railroad" company material while held on "Railroad" tracks or private sidings connecting therewith
 - 2 Cars of refused or unclaimed freight to be sold by "Railroad" for the time held beyond legal requirements
 - 3 Empty Cars moving on own wheels under transportation charges as freight
 - 4 Cars of railroad ownership, leased for storage of commodities, while held on lessee's tracks
 - 5 Loaded private cars held on private tracks or leased storage tracks
 - 6 Empty private cars on railroad or private tracks or leased storage tracks
 - 7 Cars specially equipped for handling welded railroad rail held for loading such rail
 - 8 Empty cars ordered and rejected as unsuitable for loading
 - 9 Cars covered by storage or hold charges
 - 10 Cars assigned to shippers returned empty to point of assignment, to the extent storage rules apply

ITEM 410
GLOSSARY OF TERMS

For the purposes of applying provisions of this section, the following are defined and will govern

ACTUAL PLACEMENT – When a car is placed in an accessible position for loading or unloading, or at a point designated by the consignor or consignee

CONSIGNEE – The party to whom a shipment is consigned or the party entitled to receive the shipment

CONSIGNOR – The party in whose name cars are ordered or the party who furnished forwarding directions

CONSTRUCTIVE PLACEMENT – When a car cannot be actually placed because of any condition attributable to the consignor or consignee, including order notify and inbound shipments, such car will be held on “railroad” tracks and notice will be given to the consignor or consignee that the car is held awaiting disposition instructions. Such cars which have been placed by “Railroad” on private or other than public delivery tracks, including lead tracks serving the consignor or consignee will be considered constructively placed without notice

CREDIT – Non chargeable demurrage day. Credits can only be earned on those cars released

DEMURRAGE DAY – A twenty-four (24) hour period, or part thereof, commencing 0001 hours after tender (calendar day)

DIVERSION – An order from the consignor to deliver car to other than original destination

EMPTY RELEASE INFORMATION – Advice by consignee given to authorized personnel “Railroad” that car is unloaded and available to “Railroad.” Information given must include identity of consignee, party furnishing data, car initial and number

FORWARDING INSTRUCTIONS – Shipping instructions given to “Railroad” at the point of loading, containing all of the necessary information to transport the shipment to the final destination

LEASE TRACK – Any trackage assigned to a user through written agreement. Lease track will be treated the same as private track under this Section

NOTIFICATION – When required, notification will be furnished verbally or in writing to all parties entitled to receive notification

PRIVATE CAR – A car bearing other than railroad reporting marks and which is not a railroad-controlled car

PUBLIC DELIVERY TRACK – Any track open to the general public for loading and unloading

RECONSIGNMENT – An order from the consignor to bill a car to other than the original invoice

ITEM 420
NOTIFICATION TO CONSIGNOR OR CONSIGNEE

- A** The following notifications will be furnished as indicated
- 1** Cars for Other than Public Delivery Tracks
 - a** Notice of constructive placement if cars are held on "Railroad" tracks due to reasons attributable to the consignor or consignee
 - b** Delivery of car upon tracks of consignee will constitute notice
 - c** When two or more parties, each performing their own switching, take delivery of cars from the same interchange track, notice will be given when cars are placed on the interchange track
 - 2** Cars for Public Delivery Track

Notice will be given to the party entitled to receive notification when car is actually placed
 - 3** Cars Stopped in Transit

Notice will be given to consignor, consignee, or owner responsible for the car being stopped upon arrival of the car at the point of stoppage
 - 4** Refused Loaded Car

When a loaded car is refused at destination, "Railroad" will give notice of such refusal to the consignor or owner
- B** Notification may be given verbally, in writing or electronically, and will contain the following
- 1** Car initials and number
 - 2** If lading transferred enroute, the initials and number of the original car
 - 3** Commodity

ITEM 450
CARS HELD FOR COMPLETE UNLOADING

Unloading is the complete unloading of a car, including blocking and dunnage, and advice from the consignee to the railroad that the car is empty and available to the railroad

TENDER

The notification, actual or constructive placement of a loaded car

A RELEASE

- 1 Date and time that the railroad received advice that the car is empty
- 2 Cars placed on interchange tracks of a consignee doing its own switching, must also be returned to the interchange track for release
- 3 When the same car is unloaded and reloaded, empty release information must be furnished. If not furnished, demurrage will continue until forwarding instructions are received

B NOTIFICATION TO "RAILROAD"

- 1 The "Railroad" must be notified of empty releases by phone, fax machine, or through answering machine located in the "Railroad" administrative offices. All notifications must include the car initial and number, date, time, company name, and person doing the notification.
- 2 When electronic or mechanical devices are used to furnish notification to railroad, the recorded date and time that instructions are received will govern.

C COMPUTATION

- 1 Time will be computed from the first 0001 hours after tender until release.
- 2 On reloaded cars, time will be computed from the first 0001 hours after advice is received that the car is empty until release.
- 3 When the same car is unloaded and reloaded, empty release information must be furnished. If not furnished, demurrage will continue until forwarding instructions are received.

ITEM 460
PRIVATE AND RAILROAD CARS HELD FOR OTHER PURPOSES

Applicable to cars held

- A On orders of consignor or consignee
- B While awaiting disposition from the consignor or consignee
- C As a result of conditions attributable to consignor or consignee

DISPOSITION

That information, including forwarding instructions or empty release, which allows the railroad to either tender or release the car from the consignor's or consignee's account

TENDER

The notification, actual or constructive placement of a loaded car

RELEASE

Date and time that the railroad received advice that the car is empty, or that forwarding instructions are received

COMPUTATION

Time will be computed from the first 0001 hours

A After tender until release, on cars

- 1 Diverted
- 2 Empty for loading – ordered and not used (other than a rejected car)
- 3 Partially unloaded
- 4 Reconsigned
- 5 Reshipped
- 6 Stopped in transit

B After cars are received by "Railroad" until date of disposition on

- 1 Cars received from connecting carriers
- 2 Loaded private cars returned to railroad tracks

C After tender until date of refusal on

- 1 Refused loaded cars (consignee)

D After tender until date of disposition on

- 1 Refused loaded cars (consignor)

E After tender until release or placement on private tracks on

- 1 Loaded private cars – while held on railroad tracks

ITEM 470
DEMURRAGE PLAN AND PRICES

- A Demurrage is assessed at the rate of \$50.00 per car per day for all time in excess of 24 hours for loading or 48 hours for unloading from the first 0001 hours after tender until release
- B Credit will be applied for the balance of time any car for loading or unloading is released within 24 hours from the first 0001 hours after tender. Credits will be used to offset demurrage time
- C Settlement of charges will be made on a monthly basis on all cars released during each calendar month
- D Credits earned and demurrage days accrued by customers having facilities at separate stations cannot be combined
- E Credits will not be allowed for
- 1 Empty cars ordered and not used
 - 2 Loaded private cars returned to railroad tracks to be held for disposition
 - 3 Cars received from connecting carriers to be held for disposition
- F Credits earned and demurrage days accrued will be calculated separately for the following transaction
- Private and Railroad cars held for other purposes
- G Excess credits earned in one calendar month may not be used to offset demurrage days in another calendar month
- H Unless otherwise advised, in writing, demurrage charges will be assessed against the consignor at origin or consignee at destination who will be responsible for payment
- I Demurrage charges assessed should be paid in full and disputes for adjustment together with supporting documentation must be presented in writing to "Railroad" within thirty (30) days after the date on which the bill for demurrage is rendered
- J When for reasons other than "Railroad" error, consignor/consignee fails to pay "Railroad" for assessed demurrage as provided in Item 470 of this tariff, "Railroad" may initiate and pursue the following actions
- 1 Assess an additional charge of an amount not to exceed one (1) percent per month of the unpaid charges

- 2 Assess an additional charge equal to "Railroad" legal and collection agency costs associated with each adverse collection
 - 3 Terminate existing demurrage plan credit extensions and proceed with a prepaid demurrage plan assessing the prepayment of an amount not less than \$350.00 per each car received by consignee or ordered by consignor
-

ITEM 480

Holidays

An additional day of credit will be allowed for the following Holidays when a specific car has not had a chargeable day prior to said Holiday. If, however, the car has already been charged for a day, all Holidays will also be chargeable.

The following Holidays will apply for additional free time: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

MISSOURI & NORTHERN ARKANSAS RAILROAD

A RailAmerica Company



Freight Tariff MNA 6001

NAMING
DEMURRAGE RULES & CHARGES
AT LOCATIONS ON THE MISSOURI & NORTHERN ARKANSAS RAILROAD

THIS TARIFF APPLIES ON INTERSTATE TRAFFIC AND INTRASTATE TRAFFIC IN THE STATE OF AR,
MO AND KS

NOTICE
THE PROVISIONS HEREIN WILL, IF EFFECTIVE, NOT HAVE A NEGATIVE IMPACT ON THE QUALITY
OF THE HUMAN ENVIRONMENT OR ENERGY CONSUMPTION
FOR GOVERNING CLASSIFICATIONS, SEE ITEM 5

ISSUED JULY 6, 2005

EFFECTIVE AUGUST 1, 2005

ISSUED BY
MISSOURI & NORTHERN ARKANSAS RAILROAD
514 N ORNER

PO BOX 776
CARTHAGE, MO 64836

METHOD OF ADDING, CHANGING OR DELETING ITEMS IN THIS TARIFF

Changes to this tariff will be made by issuing supplements. These supplements will show the action taken on each item, namely:

- A Increase
- C Change resulting in neither an increase nor a decrease
- R Decrease

There will be only one supplement to this tariff in effect at any time. Any item contained in a prior supplement will be brought forward to subsequent supplements.

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GENERAL RULES AND REGULATIONS	
ITEM	APPLICATION
5	DESCRIPTION OF GOVERNING CLASSIFICATION This tariff is governed, except as otherwise provided herein, by Uniform Freight Classification UFC 6000 series, issued by the national Railroad Freight Committee, Agent, supplements thereto or reissues thereof
10	STATION LIST AND CONDITIONS This tariff is governed by the Official Railroad Station List, OPSL 6000 series, to the extent shown below For addition and abandonment of stations, and except as otherwise shown herein, for prepay requirements, changes in names of stations, restrictions as to acceptance or delivery of freight, and changes in station facilities When a station is abandoned as of a date specified in the above named tariff, the rates from and to such station, as published in this tariff, are inapplicable on and after that date GEOGRAPHICAL LIST OF STATIONS For geographical locations of stations referred to in this tariff by station number STATION NUMBERS For the identification of stations when stations are shown or referred to by numbers in this tariff
15	EXPLOSIVES, DANGEROUS ARTICLES For rules and regulations governing the transportation of explosives and other dangerous articles of freight, also specifications for shipping containers and restrictions governing the acceptance and transportation of explosives and other dangerous articles, see Bureau of Explosives Tariff BOE 6000-series
20	REFERENCE TO TARIFFS, ITEMS, NOTES AND RULES Where reference is made in this tariff to tariffs, items, notes or rules, such references are continuous and include supplements to and successive issues of such tariffs and reissues of items, notes or rules
40	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 the numbers shown
50	MILEAGE CHARGES ON PRIVATELY OWNED CARS MNA will not pay mileage charges on privately owned cars when moving to, from or via stations on the MNA
60	NATIONAL SERVICE ORDER TARIFF This tariff is subject to the provisions of the various Surface Transportation Board Service Orders and General Permits as shown in National Service Order Tariff STB NSO 6100 series

GENERAL RULES AND REGULATIONS	
ITEM	APPLICATION
90	PAYMENT AND CREDIT TERMS Unless otherwise advised, in writing, demurrage charges will be assessed against the online consignor at origin or consignee at destination Demurrage charges assessed must be paid in full and disputes for adjustment together with supporting documentation must be presented in writing to MNA within fifteen (15) days after the date on which the bill for demurrage is rendered. Disputes must be car specific and provided in writing. Disputes may be faxed, e-mailed or mailed to MNA administrative office Fax 417-358-0981 or 417-358-8800 Ext 238 F-mail yvonne.sulier@railamerica.com Mail 514 N Orner, PO Box 776, Carthage, MO 64836 When for reasons other than MNA error, consignor/consignee fails to pay MNA for assessed demurrage as provided in Item 470 of this tariff, MNA may assess an additional charge equal to the greater of an amount not to exceed two (2) percent per month of the unpaid charge or the highest rate allowed by law
100	HOLIDAYS An additional day of credit will be allowed for the following Holidays when a specific car has not had a chargeable day prior to said Holiday. If, however, the car has already been charged for a day, all Holidays will also be chargeable The following Holidays will apply for additional free time New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day
300	DEFINITION OF TERMS Actual Placement – When a car is placed in an accessible position for loading or unloading, or at a point designated by the consignor or consignee Consignee – The party to whom a shipment is consigned or the party entitled to receive the shipment Consignor – The party in whose name cars are ordered or the party who furnished forwarding directions Constructive Placement – When a car cannot be actually placed because of any condition attributable to the consignor or consignee, including order notify and inbound shipments, such car will be held on MNA tracks and notice will be given to the consignor or consignee that the car is held awaiting disposition instructions. Such cars, which have been placed by MNA on private or other than public delivery tracks, including lead tracks serving the consignor or consignee will be considered to have been constructively placed without notice Credit – Non-chargeable demurrage day Credits can only be earned on those cars released Demurrage Day– A twenty-four (24) hour period, or part thereof, commencing 0001 hours after tender (calendar day) Empty Release Information – Advice by consignor or consignee faxed or emailed to authorized personnel of MNA that car is unloaded and available to MNA. Information given must include identity of consignee, party furnishing data, car initial and number. Date and Time stamp from fax or email will be used in demurrage calculations Forwarding Instructions– Shipping instructions given to MNA at the point of loading, containing all of the necessary information to transport the shipment to the final destination Free Time – Free time will be computed from the first 00 01 following actual placement or constructive placement, whichever occurs first, until car is released to railroad. When car is placed on a public

GENERAL RULES AND REGULATIONS	
ITEM	APPLICATION
Cont	delivery track, free time will commence at the first 00 01 after actual placement and after notice of the arrival is given to the party entitled to receive same Lease Track – Any trackage assigned to a user through written agreement Lease track will be treated the same as private track under this Section Notification – When required, notification will be furnished verbally or in writing to all parties entitled to receive notification Private Car – A car bearing other than railroad reporting marks and which is not a railroad-controlled car Public Delivery Track – Any track open to the general public for loading and unloading Reconsignment -- An order from the consignor to bill a car to other than the original consignee
310	EXCEPTIONS TO DEMURRAGE CHARGES All Railroad and Privately owned cars held for or by consignors or consignees are subject to demurrage rules and charges contained in this section, EXCEPT the following A Cars for loading or unloading of MNA company material while held on MNA tracks or private sidings connecting therewith B Cars of refused or unclaimed freight to be sold by MNA for the time held beyond legal requirements C Empty Cars moving on own wheels under transportation charges as freight D Cars of railroad ownership, leased for storage of commodities, while held on lessee's tracks E Loaded or empty private cars held on private or leased storage tracks G Cars specially equipped for handling welded railroad rail held for loading such rail H Empty cars ordered and rejected as unsuitable for loading I Cars covered by storage or hold charges J Cars assigned to shippers returned empty to point of assignment, to the extent storage rules apply
400	NOTIFICATION TO CONSIGNOR OR CONSIGNEE A The following notifications will be furnished as indicated 1 Cars for Other than Public Delivery Tracks a Notice of constructive placement if cars are held on Acronym tracks due to reasons attributable to the consignor or consignee b Delivery of car upon tracks of consignee will constitute notice c When two or more parties, each performing their own switching, take delivery of cars from the same track, notice will be given when cars are placed on the

GENERAL RULES AND REGULATIONS	
ITEM	APPLICATION
	that track 2 Cars for Public Delivery Track Notice will be given to the party entitled to receive notification when car is actually placed 3 Cars Stopped in Transit Notice will be given to consignor, consignee, or owner responsible for the car being stopped upon arrival of the car at the point of stoppage 4 Refused Loaded Car When a loaded car is refused at destination, Acronym will give notice of such refusal to the consignor or owner B Notification may be given in writing or electronically, and will contain the following 1 Car initials and number, if lading transferred en route, the initials and number of the original car, commodity, time and date
450	CARS HELD FOR COMPLETE UNLOADING Unloading is the complete unloading of a car, including blocking and dunnage, and advice from the consignee to the railroad that the car is empty and available to the railroad The notification, actual or constructive placement of a loaded car A RELEASE 1 Date and time that the railroad received advice that the car is empty 2 Cars placed on interchange tracks of a consignee doing its own switching, must also be returned to the interchange track for release 3 When the same car is unloaded and reloaded, empty release information must be furnished. If not furnished, demurrage will continue until forwarding instructions are received B NOTIFICATION TO MNA 1 The MNA must be notified of empty releases by fax, EDI or e-mail. All notifications must include the car initial and number, date, time, company name, and person providing the notification 2 When electronic or mechanical devices are used to furnish notification to railroad, the recorded date and time that instructions are received will govern 3 When notification is received from customer that car is unloaded and released and railroad determines that car is not completely unloaded a charge of \$125 will be assessed and demurrage charges will continue to be assessed until actual release C COMPUTATION 1 Time will be computed from the first 0001 hours after tender until release

GENERAL RULES AND REGULATIONS	
ITEM	APPLICATION
	2 On reloaded cars, time will be computed from the first 0001 hours after advice is received that the car is empty until release 3 When the same car is unloaded and reloaded, empty release information must be furnished. If not furnished, demurrage will continue until forwarding instructions are received.
455	CARS HELD FOR LOADING Loading is the complete or partial loading of a car in conformity with MNA loading and clearance rules, and the furnishing of Forwarding Instructions The notification, actual or constructive placement of an empty car placed on orders of the consignor A RELEASE 1 Date and time Forwarding Instructions are received 2 Cars placed on tracks of a consignor doing its own switching must be returned to the interchange by the consignor to be considered released 3 Cars found to be improperly loaded or overloaded at origin will not be considered released until the load has been adjusted properly 4 A car to be held for official grading or inspection at origin will not be considered released until such time as the grading and inspection is complete B NOTIFICATION TO RAILROADS 1 MNA must receive complete Forwarding Instructions by EDI, fax or email before a car will be considered to be released 2 When Forwarding Instructions are received, the recorded date and time instructions are received will govern 3 If, after receipt of Forwarding Instructions, the MNA determines after arriving at our customers facility that a car is not ready to move, MNA will assess a charge of \$125 and demurrage charges will continue to be assessed until actual release C COMPUTATION 1 Time will be computed from the first 0001 hours after tender until release 2 If a car is placed prior to the date for which it was ordered from MNA, time will be computed from the first 0001 hours on the date for which it was ordered until its release 3 On cars for reloading Demurrage time for the UNLOADING cycle will terminate and demurrage time for the (RE)LOADING cycle will be computed from the first 0001 hours after notification received by MNA that the car is empty. Demurrage time for LOADING will continue until the car is released to MNA loaded. Car will NOT be

GENERAL RULES AND REGULATIONS	
ITEM	APPLICATION
	considered released until complete Forwarding Instructions are received by MNA and all car doors and hatches are closed for movement 4 When a car is actually placed, or constructive placed, and released prior to 23 59 hours same day, no demurrage day will be accrued 5 When an empty car is placed for loading and movement via a specific route in conformity with Car Service Rules and/or directives, and the loaded car is offered for movement via some other route and refused by the railway necessitating unloading, demurrage shall be charged from the first 0001 hour after placement until the car is loaded and no credit allowance shall be made
460	PRIVATE AND RAILROAD CARS HELD FOR OTHER PURPOSES Applicable to cars held on orders of consignor or consignee, while awaiting disposition from the consignor or consignee or as a result of conditions attributable to consignor or consignee Disposition - That information, including forwarding instructions or empty release, which allows the railroad to either tender or release the car from the consignor's or consignee's account RELEASE Date and time that the railroad received advice that the car is empty, or that forwarding instructions are received COMPUTATION Time will be computed from the first 0001 hours A After tender until release, on cars 1 Diverted 2 Empty for loading – ordered and not used (other than a rejected car) 3 Partially unloaded 4 Reconsigned 5 Reshipped 6 Stopped in transit

GENERAL RULES AND REGULATIONS		
ITEM	APPLICATION	
460 Cont	B	After cars are received by MNA until date of disposition on
	1	Cars received from connecting carriers
	2	Loaded private cars returned to railroad tracks
	C	After tender until date of refusal on
	1	Refused loaded cars (consignee)
	D	After tender until date of disposition on
	1	Refused loaded cars (consignor)
	E	After tender until release or placement on private tracks on
	1	Loaded private cars – while held on railroad tracks

SECTION 2 – DEMURRAGE PLAN AND PRICES	
ITEM	APPLICATION
500	DEMURRAGE PLAN AND PRICES A Demurrage is assessed at the rate of \$65 per car per day for all time in excess of 24 hours for loading or 48 hours for unloading from the first 0001 hours after tender until release B Credit will be applied for the balance of time any car for loading or unloading is released within 24 hours from the first 0001 hours after tender Credits will be used to offset demurrage time A maximum of one credit per car will be allowed C Settlement of charges will be made on a monthly basis on all cars released during each calendar month D Credits earned and demurrage days accrued by customers having facilities at separate stations cannot be combined E Credits will not be allowed for 1 Empty cars ordered and not used 2 Loaded private cars returned to railroad tracks to be held for disposition 3 Cars received from connecting carriers to be held for disposition F Credits earned and demurrage days accrued will be calculated separately for the following transaction Private and Railroad cars held for other purposes G Excess credits earned in one calendar month may not be used to offset demurrage days in another calendar month
600	HEAVY DUTY OR SPECIAL TYPE FLATCARS If a shipment requires the use of a heavy duty or special type flat car with AAR mechanical designations "FD", "FW" or "FML", use and detention charges for such cars as provided in Tariff RIC 6740-series (TFA series) will apply in lieu of rates and charges contained herein

ITEM	SECTION 2 – DEMURRAGE PLAN AND PRICES APPLICATION
700	HAZARDOUS COMMODITY The shipper of any hazardous commodity shipped via MNA shall indemnify MNA and hold MNA harmless for any and all loss, liability or cost whatsoever that MNA may incur or be held responsible for, to the extent that such liability is due to, or arising from, defects in or failure of shipper's cars and equipment, due to shipper's failure to conduct proper or appropriate pre-shipment inspection of the cars as described in 49 CFR Sec 173.31 (b) or mis-identification of commodity shipped The foregoing indemnification shall not apply to any loss or liability caused by or due to MNA's failure to conduct pre-departure inspections as described in 49 CFR Sec 174(A) or failure to follow AAR interchange rules, or any other liability resulting from MNA's negligence After the expiration of any free time allowed, or without free time allowance where none is provided, the following charges will apply per day of twenty-four (24) hours, or fraction thereof, until removal from RR premises A Class A-Explosives 1 \$110.00 per car per day, will apply on cars held on MNA premises B Class B and C – Explosives 1 \$110.00 per car per day, will apply cars held on MNA premises C Hazardous Materials, Substances, Wastes, Other Than Explosives 1 \$110.00 per car per day, will apply on cars held on railroad premises The above provisions apply to shipments of classes A,B or C explosives, as named in Part 172 Commodity List of Tariff BOE 6000-Series, hazardous materials, substances or wastes requiring the use of a 4-digit identification number on shipping papers, placards or panels, as named in Part 11, Section 172.101 of Tariff BOE 6000-Series, while head on MNA premises Customer (defined for the purpose of this item as consignee of the empty railcar) will be subject to a storage charge of \$110.00 per day per car on empty privately marked tank cars and privately marked covered hoppers, if the railcar's prior movement carried a STCC code referenced in this item

RULES AND OTHER GOVERNING PROVISIONS

GENERAL RULES AND REGULATIONS

ITEM	SUBJECT	APPLICATION
5	Description of Governing Classification and Exceptions	The term "Uniform Freight Classification", when used herein means UFC 6000-Series This pricing advisory is governed by the Official Railway Station List 6000-Series, to the extent shown below
10	Station Lists and Conditions	PREPAY REQUIREMENTS AND STATION CONDITIONS For additions and abandonments of stations, and except as otherwise shown herein, for prepay requirements, changes in names and stations, restrictions as to acceptance or delivery of freight and changes in station facilities When a station is abandoned as of a date specified in the above named tariff, the rates from and to such station as published in this pricing advisory are inapplicable on and after that date
15	Application of Increases	Except as otherwise provided in connection with particular rates and charges, rates and charges in this tariff, as amended, are subject to increases provided in supplements effective from the date of the amendment or from the date of cancellation of the previous charges, whichever is earlier
20	References to Tariffs, Items, Notes, Rules, Etc	Where reference is made in this tariff to tariffs, items, notes, rules, etc., such references are continuous and include supplements to and successive issues of such tariffs, and reissues of such items, notes, rules, etc

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GENERAL RULES AND REGULATIONS

ITEM	SUBJECT	APPLICATION
25	Private Car Mileage [A]	The MNA will not pay mileage charges on privately owned cars when moving from, to or via stations on the MNA
30	Holidays	Wherever reference is made to "holidays", it shall mean only the following days New Year's Day (See Note) Memorial Day Independence Day (See Note) Labor Day Thanksgiving Day Friday after Thanksgiving Day Christmas Eve (See Note) Christmas Day (See Note) Note When these dates occur on a Sunday, the following Monday will be observed as the holiday When these dates occur on a Saturday, the preceding Friday will be observed as the holiday
40	Consecutive Numbers	Where consecutive numbers are represented in this tariff the first and last number 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 between the first and last numbers
45	Capacities and Dimensions of Cars	For marked capacities, length, dimensions and cubical capacities of cars, see the Official Equipment Register, RER 6412-Series

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RULES AND OTHER GOVERNING PROVISIONS

GENERAL RULES AND REGULATIONS

ITEM	SUBJECT	APPLICATION
50	Method of Canceling Items	As this tariff is supplemented numbered items with lettered suffices cancel correspondingly numbered items in the original tariff or in a prior supplement. Letter suffices will be used in alphabetical sequence starting with A. <u>Example</u> Item 25-A cancels Item 25 and Item 50-B cancels Item 50-A in a prior supplement which in turn canceled Item 50.
55	Method of Denoting Reissued Matter in Supplements	Matter brought forward without change from one supplement to another will be designated as "Reissued" by a reference mark in the form of a square enclosing a number, the number being that of the supplement in which the reissued matter first appeared in its currently effective form. Consult the supplement in which the reissued matter first became effective.
60	Maximum Gross Weight Limitations	The maximum gross weight limitations on rails shall be the marked capacity of cars but in no case shall gross weight exceed 286,000 pounds except in Joplin, Springfield, and Wallis, Missouri which shall not exceed 263,000 pounds.
65	Change of Name of Industries	When an industry at a private siding on the MNA is mentioned by name, and a change of ownership occurs, the switching provisions herein for the named industry, will also apply to the successor industry at the same private siding. When an industry at a private siding on a connecting carrier is mentioned by name and a change of ownership occurs, the tariff of such connecting carrier will contain the provisions applicable at such private siding.

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RULES AND OTHER GOVERNING PROVISIONS

GENERAL RULES AND REGULATIONS

ITEM	SUBJECT	APPLICATION
70	Receipt of Order Notify Freight from Connecting Lines	Carload freight from connecting lines, when consigned to order notify, or when consigned to one party, notify or advise another party will not be accepted by MNA until the road haul carrier has taken up the order notify bill of lading, written order or any other document required as a precedent to delivery
75	Less Than Carload Freight	Freight moving in less than carload shipments shall be subject to the provisions of or treated the same as carload freight
80	Application of Switching Rates or Charges	Except as otherwise provided, switching rates or charges named herein will cover the handling of cars loaded one way and empty the other. If cars are loaded in both directions, regular rate or charge will be assessed for each loaded movement. If cars are empty in both directions, the switching rate or charge named herein shall apply on any empty movements where a corresponding revenue loaded movement does not take place. Charges published in this tariff (unless otherwise noted) apply on a per car basis in U S Dollars
85	Demurrage Rules and Charges	Demurrage Tariff RAILX 6001 will apply on cars handled or switched under this tariff unless alternate arrangements have been made
90	Special Car Restrictions	The handling of a car in excess of 89 feet in length, with a marked capacity greater than 210,000 pounds, in excess of Plate F dimensions or with six (6) or more axles shall be handled on a permit basis only, and special handling charges may

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GENERAL RULES AND REGULATIONS

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		be applied
95	Prepayment of Charges	All charges under this Tariff must be prepaid to the MNA at P O Box 776, Carthage, MO 64836 unless satisfactory arrangements with the MNA have been made prior to the performance of service
100	Explanation of Terms	INTRA-TERMINAL SWITCH Movement from one location to another location on the same carrier within the limits of the same station INTER-TERMINAL SWITCH A switching movement from one railroad to another railroad when such movement is within the switching limits of the same station or industrial district INTRA-PLANT SWITCH A switch within the confines of the same industry or plant INTER-PLANT SWITCH An intra-terminal or inter-terminal switching movement between plants or units of a single industry located within the corporate limits of one station INTERMEDIATE SWITCH Where MNA performs intermediate service between any two (2) carriers PRIVATE SIDING A track of other than carrier ownership under the exclusive use or control of the owning party TEAM TRACK A track of carrier ownership provided for the use of the public to load or unload carload freight INTERCHANGE TRACK Tracks on which cars are exchanged between connecting lines

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GENERAL RULES AND REGULATIONS

ITEM	SUBJECT	APPLICATION
		POOL CAR A rail car assigned to a specific customer
100	Explanation of Terms	(Continued) RECIPROCAL SWITCHING The movement of a revenue car from any industry or place of business located on or adjoining any side track to any connecting railroad at a junction point when destined to points outside the switching limits, or the movement of a revenue car from any connecting railroad at a junction point to any industry or place of business located on or adjoining any side track, when originating at points outside the switching limits LOCAL TRAFFIC Shipments to or from a point outside the limits of the switching district where movements are <u>not</u> in conjunction with another carrier ROADHAUL TRAFFIC Shipments to or from a point outside the limits of the switching district in conjunction with movement of another carrier, except as otherwise provided HAZARDOUS MATERIALS (HAZ MATL'S) Commodities classified by the US Department of Transportation as hazardous materials for purposes of transportation and published in the Association of American Railroad's Directory of Hazardous Materials Shipping Descriptions STCC Seven digit number assigned to commodities as published in the Standard Transportation Commodity Code - 6001 Series GRAIN AND GRAIN PRODUCTS Commodities which carry a STCC of 01 13, 01 144, and 20 41 in the Standard Transportation Commodity

RULS AND OTHER GOVERNING PROVISIONS

GENERAL RULES AND REGULATIONS

ITEM	SUBJECT	APPLICATION
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Code - 6001 Series

100 Explanation of Terms (Continued)
FOREIGN ROAD CAR Any railroad marked car that does not have MNA markings or is assigned to a customer pool

MP Railroad Mile Post

105	Definition of Local Rate Districts	<u>DISTRICT NAME</u>	<u>LIMITS</u>
		Batesville	MP258 7 to MP298 2
		Branson	MP383 5 to MP480 0
		Carthage	{MP480 0 to MP530 0
			{MP309 9 to MP315 3
		Clinton	MP316 9 to MP266 3
		Cotter	MP298 2 to MP383 5
		Fort Scott	MP317 2 to MP341 0
		Harrisonville	MP580 0 to MP642 2
		Joplin	{MP528 2 to MP545 7
			{MP334 39 to MP330 2
		Nevada	MP480 0 to MP580 0
		Springfield	Wallis Branch

110	Station Listing		
<u>NUMBER</u>	<u>NAME</u>	<u>STATE</u>	<u>LOCAL RATE DISTRICT</u>
6130	Adrian	MO	Harrisonville
22860	Appleton City	MO	Clinton
6200	Arcene	MO	Harrisonville
40060	Atlas/ICI	MO	Joplin
4890	Aurora	MO	Carthage
2860	Batesville	AR	Batesville
4160	Bergman	AR	Branson
3040	Biltmore	AR	Batesville
4470	Branson	MO	Branson
6060	Butler	MO	Harrisonville
3410	Calico Rock	AR	Cotter
35280	Carthage	MO	Carthage
5330	Carytown	MO	Nevada
22660	Clinton	MO	Clinton
3820	Cotter	AR	Cotter
4790	Crane	MO	Branson
2890	Cushman	AR	Batesville
23270	Deerfield	MO	Ft Scott
2590	Diaz Jct	AR	Batesville
35330	Dyno / Hercules	MO	Joplin
2730	Eastman	AR	Batesville
5150	Empire Spur	MO	Carthage
23315	Eve	MO	Ft Scott
3860	Flippin	AR	Branson

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GENERAL RULES AND REGULATIONS

ITEM	SUBJECT	APPLICATION
110	Station Listing	(Continued)
<u>NUMBER</u>	<u>NAME</u> <u>STATE</u>	<u>LOCAL RATE DISTRICT</u>
22630	FPE Spur MO	Clinton
23390	Ft Scott KS	Ft Scott
4520	Gretna MO	Branson
23410	Griffith KS	Ft Scott
3120	Guion AR	Cotter
6320	Harrisonville MO	Harrisonville
23040	Harwood MO	Clinton
35330	Hercules/Dyno MO	Joplin
4450	Hollister MO	Branson
40060	ICI/Atlas MO	Joplin
2680	Independence AR	Batesville
5560	Irwir MO	Nevada
5390	Jasper MO	Nevada
35400	Joplin MO	Joplin
23160	Ladue MO	Clinton
5510	Lamar MO	Nevada
2880	Limedale AR	Batesville
6270	Lone Tree MO	Harrisonville
22800	Monrose MO	Clinton
2810	Moorefleld AR	Batesville
3300	Mount Olive AR	Cotter
3080	Myersville AR	Cotter
5750	Nevada MO	Nevada
2700	Newark AR	Batesville
3570	Norfolk AR	Cotter
6370	Orc MO	Harrisonville
6090	Passaic MO	Harrisonville
2830	Pfeiffer Spur AR	Batesville
6430	Pleasant Hill MO	Harrisonville
4030	Pyatt AR	Branson
4600	Reed Springs MO	Branson
5920	Rich Hill MO	Harrisonville
22950	Rockville MO	Clinton
5610	Shelder MO	Nevada
10220	Springfield MO	Springfield
5060	Stotts City MO	Carthage
3250	Sylamore AR	Cotter
23170	Todd MO	Clinton
23090	Walker MO	Clinton
10330	Wallis MO	Springfield
35380	Webb City MO	Joplin
3920	Yellville AR	Branson

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GENERAL RULES AND REGULATIONS

ITEM	SUBJECT	APPLICATION
115	Switching Service where no Charges are Provided	Where no switching charges are provided in this tariff switching service will not be performed unless prior arrangements have been made
1000	Local Rates	Except as otherwise provided (see exceptions), rates in this item apply on cars moving between districts on the MNA. These rates cannot be used in combination with any other rates. In addition to these rates, hazardous materials will be handled in accordance with the provisions of Note 2 of this item. Exceptions 1 These rates are not applicable on Grain and Grain Products (See Item 1005) 2 These rates will not apply on cars handled in connection with another carrier (See Note 1) 3 These rates are not applicable on unit trains (trains of the same product moving from one origin to one destination that exceed 10 cars) 4 These rates are not applicable on Coal (STCC 11) 5 These rates are not applicable to Passenger Cars (STCC 37 42) and Locomotives (STCC 37 41)

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RULES AND OTHER GOVERNING PROVISIONS

GENERAL RULES AND REGULATIONS

ITEM	SUBJECT	APPLICATION
1000	Local Rates	(Continued) 6 These rates are not applicable to shipments exceeding 263,000 gross pounds
<u>ORIGINATING DISTRICT</u>	<u>TERMINATING DISTRICT</u>	<u>RATE IN \$/CAR</u>
Batesville	Batesville	175
	Branson	400
	Carthage	525
	Canton	800
	Cotter	275
	Ft Scott	800
	Harrisonville	800
	Joplin	650
	Nevada	650
	Springfield	800
Branson	Batesville	400
	Branson	175
	Carthage	275
	Clinton	525
	Cotter	275
	Ft Scott	525
	Harrisonville	525
	Joplin	400
	Nevada	400
	Springfield	550
Carthage	Batesville	525
	Branson	275
	Carthage	175
	Clinton	400
	Cotter	400
	Ft Scott	400
	Harrisonville	400
	Joplin	275
	Nevada	275
	Springfield	425
Clinton	Batesville	800
	Branson	525
	Carthage	400
	Clinton	175
	Cotter	650
	Ft Scott	400
	Harrisonville	400
	Joplin	400

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RULES AND OTHER GOVERNING PROVISIONS

GENERAL RULES AND REGULATIONS

ITEM	SUBJECT	APPLICATION
	Nevada	275
	Springfield	675
1000	Local Rates	(Continued)
<u>ORIGINATING</u>	<u>TERMINATING DISTRICT</u>	<u>RATES IN \$/CAR</u>
<u>DISTRICT</u>	Batesville	275
Cotter	Branson	275
	Carthage	400
	Clinton	650
	Cotter	175
	Ft Scott	650
	Harrisonville	650
	Joplin	525
	Nevada	525
	Springfield	675
	Batesville	800
Ft Scott	Branson	525
	Carthage	400
	Clinton	400
	Cotter	650
	Ft Scott	175
	Harrisonville	400
	Joplin	525
	Nevada	275
	Springfield	675
	Batesville	800
Harrisonville	Branson	525
	Carthage	400
	Clinton	400
	Cotter	650
	Ft Scott	400
	Harrisonville	175
	Joplin	525
	Nevada	275
	Springfield	675
	Batesville	650
Joplin	Branson	400
	Carthage	275
	Clinton	400
	Cotter	525
	Ft Scott	525
	Harrisonville	525
	Joplin	175
	Nevada	400
	Springfield	550

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GENERAL RULES AND REGULATIONS

ITEM	SUBJECT	APPLICATION
1000	Local Rates	(Continued)
<u>ORIGINATING</u>	<u>TERMINATING DISTRICT</u>	<u>RATES IN \$/CAR</u>
<u>DISTRICT</u>		
Nevada	Batesville	650
	Branson	400
	Carthage	275
	Clinton	275
	Cottler	525
	Ft Scott	275
	Harrisonville	275
	Joplin	400
	Nevada	175
	Springfield	550
Springfield	Batesville	800
	Branson	550
	Carthage	425
	Clinton	675
	Cottler	675
	Ft Scott	675
	Harrisonville	675
	Joplin	550
	Nevada	550
	Springfield	175

NOTE 1 Switching charges will not be absorbed MNA will charge applicable switching charges of connecting carrier in addition to MNA charges

Note 2 An additional charge of \$130 per car will be applied to the transportation of hazardous materials

MNA 8004-B

RULES AND OTHER GOVERNING PROVISIONS

GENERAL RULES AND REGULATIONS

ITFM	SUBJECT	APPLICATION
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1005	Local Grain Rates COMMODITY Grain (STCC 01 13) Soybeans (STCC 01 144) Wheat (STCC 20 41)	Applicable between Stations on the MNA
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EXPLANATION OF GROUPS		
GROUP A	GROUP B	GROUP C
Carthage, Mo	Aurora, MO	Appletown City, MO
Jasper, MO	Archie, MO	Clinton, MO
Lamar, MO	Butler, MO	Farwood, MO
Nevada, MO	Harrisonville, MO	Montrose, MO
Sheldon, MO	Passaic, MO	Rockville, MO
	Rich Hill, MO	Walker, MO
		Deerfield, MO
		Ft Scott, KS

TO	Rates (See Notes 1 & 2)		
	FROM		
	Group		
	(See explanation of Group above)		
	A	B	C
Aurora, MO	\$383 00[I]	\$430 00[I]	\$460 00[I]
Batesville, AR	647 00[I]	703 00[I]	727 00[I]
Newark, AR	647 00[A]	703 00[A]	727 00[A]
Bergman, AR	485 00[I]	523 00[I]	545 00[I]
Carthage, MO	260 00[I]	306 00[I]	342 00[I]
Cotter, AR	485 00[I]	523 00[I]	545 00[I]
Nevada, MO	255 00	300 00	335 00
Springfield, MO	546 00[I]	594 00[I]	623 00[I]
ROUTE MNA Direct Note 1 - Shipment must be made in equipment with AAR Car Type C (Covered Hopper) Note 2 - Switching charges will not be absorbed			

1020	Intra-Plant Switch	\$100 per car						
1025	Intra-Terminal Switch	\$175 per car						
1030	Inter-Terminal Switch	\$250 per car						
1035	Inter-Plant Switch	See applicable district rates in Item 1000						
1040	Turning Rail Cars	Charges for turning car and returning same car will be \$150 Applies on cars not properly placarded or marked to unload from one particular side or end of car, which after initial placement has been made, shipper, consignee or owner directs carrier to turn car for unloading from opposite side or end of car If Bill of Lading carries notation that car has been placarded, and placard has disappeared before placement, the charge named herein will not apply						
1100	Intermediate Switch (See Notes of this Item)	MNA will perform intermediate switching service between the following carriers and stations, at the following charges per car (as noted) <table><tr><td>BNSF to KCS</td><td>\$250</td></tr><tr><td>UP to BNSF or KCS</td><td>\$375</td></tr><tr><td>UP to UP</td><td>\$500</td></tr></table> Applicable interchange locations for rates under this Item BNSF Aurora, MO-Joplin, MO-Lamar, MO KCS Joplin, MO UP Newport, AR - Kansas City, MO Note 1 Intermediate switching charges due MNA are assessed against the carrier which uses the intermediate switch move as an extension of that carrier's road haul If the tendering carrier is performing only switching service, charges due MNA shall be assessed against the handling road haul carrier Exception to this may be granted upon prior approval	BNSF to KCS	\$250	UP to BNSF or KCS	\$375	UP to UP	\$500
BNSF to KCS	\$250							
UP to BNSF or KCS	\$375							
UP to UP	\$500							
1100	Intermediate Switch	(Continued) Note 2 Intermediate switching charges are applied to loaded movements, empty moves are provided by MNA at no charge only when MNA handled the prior or subsequent loaded movement						

SECTION 1

SWITCHING CHARGES

ITEM	SUBJECT	APPLICATION
1200	Cars Ordered but not Used	When an empty car is placed or constructively placed for loading, but is not used in transportation and released empty, a charge of \$200 will be assessed against the party ordering, but not using the car. Applicable demurrage and detention charges will be assessed in addition to this charge. <u>Exceptions</u> (See Note in this Item) 1) This charge will not apply if release of empty car is the result of MNA's failure to place the car within three days of the day for which it is requested. 2) The charge will not apply when a car is refused or rejected by the party ordering the car because the car is not in proper condition for loading, was not the proper type car ordered, or the loading of which would be in violation of any outstanding car service orders or loading rules. Customer must reject improper or bad order car within 24 hours of placement to avoid charges. Note: These exceptions shall not apply when the car ordered is a foreign road car and MNA has similar type cars available to fill the order.
1210	Rejected Car	When an empty car is rejected by a shipper as either being unfit for loading or for any reason is not correct equipment ordered, a charge of \$150 will be assessed against the furnishing carrier.

SECTION 1

SWITCHING CHARGES

ITEM	SUBJECT	APPLICATION
1220	Diversion of Cars while on MNA tracks (See Note of this Item)	When a car is diverted or reconsigned while on MNA tracks and prior to delivery, a charge of Single Car \$200 Multi-Car traveling as a single unit on a single bill-of-lading \$300 shall be assessed against the party making the diversion. If the diversion or re-consignment results in a charge of connecting carrier, the charge of the connecting carrier will be assessed in addition to the MNA charge. <u>Note</u> Once a car has been placed, it may not be diverted or re-consigned. It may be moved under separate billing as provided for elsewhere in this Tariff.
1240	Cars held for instructions	When loaded cars are removed from an industry or team track and held awaiting instruction, a charge of \$30 will be assessed for each day the car is held. Applicable demurrage will be assessed in addition to this charge. Instructions must be received by 12:00 noon, or the charge will be assessed for an entire additional day.
1250	Cars Released in Error	When a customer releases a rail car and then requests that car be returned the following charges will be assessed: If car is still on the MNA, applicable district rates will apply. If car has been delivered to another carrier, customer will be assessed all charges of connecting carrier in addition to applicable district rate applying on the MNA.

SECTION 1

SWITCHING CHARGES

ITEM	SUBJECT	APPLICATION
1290	Bad Order Pool Cars	When a pool car is bad ordered and sent to home shop for repairs and the car is returned to pool assignment on MNA without proper repairs having been made. The applicable charge from the connecting carrier to the customer shall be assessed against the pool participant that failed to perform the repairs. This fee shall compensate MNA for returning the unrepaired car to interchange.
1300	Extra Switching and Delays (See Note of This Item)	When a customer requests an extra switch that is in addition to the customary switching service, and that the railroad is not required to perform in its normal switching duties, such extra switch shall be subject to the following charges: (A) Per hour \$ 300 (B) Separate crew and engine call, (not to exceed 8 hours) \$2500 When a customer requests or directly causes a delay to train operations during normal switching duties, such delay is subject to the charges covered by this item. No fraction of time is permitted, the first portion of any hour is billed as a whole hour regardless of actual time. Note: This item is subject to the availability of railroad equipment and personnel to perform this service.

SECTION 1

SWITCHING CHARGES

ITEM	SUBJECT	APPLICATION
1305	Special Train	When an industry requests a dedicated train for movement of loaded or empty cars, a charge of \$54.00 per mile will be assessed. This amount allows up to a 20 car unit. Any additional increments of cars will be assessed at the same rate. A minimum of 100 miles will be assessed. Any special train operated on a weekend day or railroad holiday will be assessed an additional \$1,500.
1310	Interchange Error Movements	Cars received by MNA in error or without forwarding instructions from a connecting carrier will be subject to a switching charge of \$250. Charge for this service will be assessed against the carrier delivering the car.
1320	Storage of Rail Cars	When rail cars are delivered to MNA for storage, a charge of \$30 per car per day will be assessed against the party requesting storage. This charge will be assessed from the date of interchange until date placed for loading or interchange. Cars subject to car hire charges will be subject to demurrage charges. Other services will be subject to rates provided in this publication. Storage under this item is subject to availability of track space.
1330	Switching to and from Storage Tracks	Cars switched to or released from storage tracks for such purpose by industry or customer, will be assessed a switching fee of \$260 per car.
1340	Weigh Charges	Scale is not available on the MNA. A If a car is returned from a connecting carrier because it is overweight, it shall be returned to the customer for removal of overweight material at a charge applicable to the local rate under Item

SECTION 1

SWITCHING CHARGES

ITEM	SUBJECT	APPLICATION	
		1000 of this tariff, which will be assessed	
2000	Reciprocal Switching Charges		
DISTRICT	CONNECTING CARRIER	JUNCTION	RATE IN \$ / CAR
Springfield	BNSF	Springfield, MO	\$300 (Grain & Grain Products are \$133 per car)
Applicable on Shipments to/from Green Seed Synlex Meeks Lumber Springfield Grocers Chemtoch Dyke Lumber Acme Brick Dayco Stone Container Clearcreek Distributing Premium Beverage Wildcat Materials [A] Shapiro Sales [A]			
Joplin	KCS	Joplin, MO)	(1) \$220 (2) \$350
Applicable on Shipments to/from American International Forest Products Commercial Metals Fifteenth Street Lumber Kerrman Lumber Standard Transportation-Lumber Reload Only Meeks Lumber Co Midway Lumber Missouri Precision Steel Casting Pacific Breeze Lumber Railroad Salvage & Restoration Ridout Lumber S&S Erectors Safeway Biscuit Plant Southwest Steel Processing Tamko Asphalt Roofing Products Thermal Engineering International Trees Unlimited Viking Forest Products (1) = Rate applicable on all products except Hazardous Materials (2) = Rate applicable on Hazardous Materials			
Lamar	BNSF	Lamar, MO	\$200
Applicable on Shipments to/from O'Sullivan			

SECTION 1

SWITCHING CHARGES

ITEM	SUBJECT	APPLICATION
2000	Reciprocal Switching Charges	(Continued)
<u>DISTRICT</u>	<u>CONNECTING CARRIER</u>	<u>JUNCTION</u>
Aurora	BNSF	Aurora, MO
	Applicable on Shipments to/from M&NA Tyson Foods	
2500	Locomotive and Railway Equipment Handling	Movements of commodities shipped under STCC 37 42 series and STCC 37 41 series will only be handled under special agreement
3000	M&NA Handling Line Carrier	M&NA is a handling line carrier for Union Pacific Railroad (UP) or traffic originating at or destined to stations on M&NA UP has pricing authority to M&NA stations on traffic interchanged with the UP for line haul movement

EXPLANATION OF REFERENCE MARKS

- [A] - Addition/New
- [I] - Increase
- [D] - Decrease

MISSOURI & NORTHERN ARKANSAS RAILROAD COMPANY, INC

TARIFF MNA 8004-B

CANCELS FREIGHT TARIFFS MNA 8004-A

LOCAL SWITCHING TARIFF

CONTAINING RATES, RULES AND REGULATIONS

**APPLICABLE AT AND BETWEEN STATIONS ON THE
MISSOURI & NORTHERN ARKANSAS RAILROAD**

Governed, except as otherwise provided herein, by the Uniform Freight Classification (UFC), as provided by Item 5

NOTICE

The provisions published herein if effective, will not result in an affect on the quality of the human environment

ISSUED January 10, 2002

EFFECTIVE February 1, 2002

ISSUED BY

**AL SATUNAS
GENERAL MANAGER**

**M&NA RAILROAD
P.O. BOX 776
514 N ORNER
CARTHAGE, MO 64836**

NOTICE The provisions published herein formerly shown in tariff MNA-8004-A are not brought forward in this tariff

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APPENDIX 3



IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
SOUTHWESTERN DIVISION

MISSOURI & NORTHERN ARKANSAS)
RAILROAD COMPANY, INC ,)

Plaintiff,)

v)

No 07-5017-CV-SW-REL

RAILROAD SALVAGE &)
RESTORATION, INC ,)

Defendant)

ANSWER TO AMENDED COMPLAINT

Comes now Defendant RAILROAD SALVAGE & RESTORATION, INC., by and through its attorneys, Whitworth, McPherson & Longnecker, L L.C. and Thomas F McFarland, and for its ANSWER to the Complaint states as follows

1 Missouri & Northern Arkansas Railroad Company, Inc , (hereinafter "MNA") is a Kansas Corporation authorized and in good standing to do business in the state of Missouri

Answer: Defendant admits all allegations of Paragraph 1

2 Defendant Railroad Salvage & Restoration, Inc , (hereinafter "Railroad Salvage") is a Missouri corporation in good standing and can be served through its registered agent Bytha Lee Jackson at 626 Byers Ave , Joplin, Missouri

Answer: Defendant admits all allegations of Paragraph 2

3 Jurisdiction is proper in this Court pursuant to 28 U S C Section 1337, as the demurrage charges were assessed and incurred pursuant to 49 U S C Section 10746

Answer: Defendant denies all allegations of Paragraph 3.

COUNT I

4 *Plaintiff hereby incorporates paragraphs one through three as though set forth fully therein*

Answer: Paragraph 4 does not require a separate answer

5 *Defendant's obligations to plaintiff, from January 1, 2000 through July 31, 2005, arose under Railtex Demurrage Tariff RATX 6001 (hereinafter "RATX 6001") "RATX 6001" is attached hereto and incorporated herein as "Exhibit 1"*

Answer: Defendant admits that Railtex Demurrage Tariff RATX 6001 was in effect between January 1, 2005 (not 2000) and July 31, 2005 Defendant is without sufficient knowledge to admit or deny that it is obligated to Plaintiff under that Tariff, accordingly, Defendant demands strict proof thereof

6 *Pursuant to "RATX 6001", Item 470(A)
"Demurrage is assessed at the rate of \$50.00 per car per day for all time in excess of 24 hours for loading or 48 hours for unloading from the first 0001 hours after tender until release". "Exhibit 1"*

Answer: Defendant admits that Item 470(A) of Tariff RATX 6001 contains the provision quoted in Paragraph 6

7 *In January of 2005, defendant was assessed demurrage charges in the amount of \$4,700 00 These charges include*

- a *Car Number 6579 for 20 days at \$50 00 a day,*
- b *Car Number 501156 for 10 days at \$50 00 a day,*
- c *Car Number 951103 for 3 days at \$50 00 a day,*
- d *Car Number 951185 for 16 days at \$50 00 a day,*
- e *Car Number 310708 for 3 days at \$50 00 a day,*
- f *Car Number 642833 for 11 days at \$50 00 a day,*
- g *Car Number 560470 for 4 days at \$50 00 a day,*
- h *Car Number 641181 for 5 days at \$50 00 a day,*
- i *Car Number 641509 for 2 days at \$50 00 a day,*
- j *Car Number 310066 for 10 days at \$50 00 a day,*
- k *Car Number 526647 for 7 days at \$50 00 a day,*
- l *Car Number 10362 for 5 days at \$50 00 a day*

Answer: Defendant admits that Plaintiff has assessed demurrage charges for January, 2005 in the amounts stated. Defendant is without sufficient knowledge to admit or deny that those charges were appropriately assessed in accordance with the provisions of Tariff RATX 6001; accordingly, Defendant demands strict proof thereof

8 *In February of 2005, defendant was assessed demurrage charges in the amount of \$6,900 00 Those charges include*

- a Car Number 501135 for 30 days at \$50 00 a day,
- b Car Number 128088 for 7 days at \$50 00 a day,
- c Car Number 137370 for 8 days at \$50 00 a day,
- d Car Number 650872 for 8 days at \$50.00 a day,
- e Car Number 526142 for 9 days at \$50 00 a day,
- f Car Number 66510 for 8 days at \$50 00 a day,
- g Car Number 577586 for 11 days at \$50 00 a day,
- h Car Number 340232 for 1 day at \$50 00 a day,
- i Car Number 323019 for 11 days at \$50 00 a day,
- j Car Number 300007 for 13 days at \$50 00 a day,
- k Car Number 337765 for 15 days at \$50 00 a day,
- l Car Number 650964 for 4 days at \$50 00 a day,
- m Car Number 340090 for 4 days at \$50 00 a day

Answer: Defendant admits that Plaintiff has assessed demurrage charges for February, 2005 in the amounts stated Defendant is without sufficient knowledge to admit or deny that those charges were appropriately assessed in accordance with the provisions of Tariff RATX 6001; accordingly, Defendant demands strict proof thereof

9 *In March of 2005, defendant was assessed demurrage charges in the amount of \$8,400 00 Those charges include*

- a Car Number 137284 for 14 days at \$50 00 a day,
- b Car Number 526641 for 12 days at \$50 00 a day,
- c Car Number 340096 for 5 days at \$50 00 a day,
- d Car Number 350331 for 3 days at \$50 00 a day,
- e Car Number 330169 for 8 days at \$50 00 a day,
- f Car Number 10326 for 4 days at \$50 00 a day,
- g Car Number 641522 for 8 days at \$50 00 a day;

h Car Number 641894 for 7 days at \$50 00 a day,
i Car Number 642542 for 1 day at \$50 00 a day,
j Car Number 10227 for 3 days at \$50 00 a day,
k Car Number 481 for 19 days at \$50 00 a day,
l Car Number 526647 for 31 days at \$50 00 a day,
m Car Number 651358 for 2 days at \$50 00 a day,
n Car Number 6564 for 10 days at \$50 00 a day,
o Car Number 6582 for 6 days at \$50 00 a day,
p Car Number 365028 for 11 days at \$50 00 a day,
q Car Number 287084 for 6 days at \$50 00 a day,
r Car Number 360222 for 6 days at \$50 00 a day,
s Car Number 320297 for 6 days at \$50 00 a day,
t Car Number 650587 for 6 days at \$50 00 a day

Answer: Defendant admits that Plaintiff has assessed demurrage charges for March,

2005 in the amounts stated Defendant is without sufficient knowledge to admit or deny that those charges were appropriately assessed in accordance with the provisions of Tariff RATX 6001, accordingly, Defendant demands strict proof thereof

10 In April of 2005, defendant was assessed demurrage charges in the amount of \$13,900 00 Those charges include

a Car Number 3186 for 21 days at \$50 00 a day,
b Car Number 6551 for 21 days at \$50 00 a day,
c Car Number 6557 for 34 days at \$50 00 a day,
d Car Number 6561 for 37 days at \$50 00 a day,
e Car Number 6581 for 34 days at \$50 00 a day,
f Car Number 6599 for 26 days at \$50 00 a day,
g Car Number 360228 for 14 days at \$50 00 a day,
h Car Number 526142 for 2 days at \$50 00 a day,
i Car Number 10362 for 25 days at \$50 00 a day,
j Car Number 641855 for 27 days at \$50 00 a day,
k Car Number 128046 for 4 days at \$50 00 a day,
l Car Number 365122 for 4 days at \$50 00 a day,
m Car Number 10226 for 2 days at \$50 00 a day,
n Car Number 10227 for 5 days at \$50.00 a day,
o Car Number 526641 for 9 days at \$50 00 a day,
p Car Number 360229 for 1 day at \$50 00 a day,
q Car Number 360279 for 1 day at \$50.00 a day,
r Car Number 137077 for 2 days at \$50 00 a day,

- s Car Number 365132 for 1 day at \$50 00 a day,
- t Car Number 229926 for 8 days at \$50 00 a day

Answer: Defendant admits that Plaintiff has assessed demurrage charges for April, 2005 in the amounts stated Defendant is without sufficient knowledge to admit or deny that those charges were appropriately assessed in accordance with the provisions of Tariff RATX 6001; accordingly, Defendant demands strict proof thereof.

11 In May of 2005, defendant was assessed demurrage charges in the amount of \$2,700 00 Those charges include

- a Car Number 360227 for 1 day at \$50 00 a day,
- b Car Number 6578 for 4 days at \$50 00 a day,
- c Car Number 651369 for 2 days at \$50 00 a day,
- d Car Number 365026 for 4 days at \$50 00 a day,
- e Car Number 128088 for 14 days at \$50 00 a day,
- f Car Number 137114 for 6 days at \$50 00 a day,
- g Car Number 295284 for 15 days at \$50 00 a day,
- h Car Number 297008 for 8 days at \$50 00 a day

Answer: Defendant admits that Plaintiff has assessed demurrage charges for May, 2005 in the amounts stated Defendant is without sufficient knowledge to admit or deny that those charges were appropriately assessed in accordance with the provisions of Tariff RATX 6001, accordingly, Defendant demands strict proof thereof

12 In June of 2005, defendant was assessed demurrage charges in the amount of \$10,800 00 Those charges include

- a Car Number 651295 for 41 days at \$50 00 a day,
- b Car Number 10362 for 28 days at \$50 00 a day,
- c Car Number 10226 for 5 days at \$50 00 a day,
- d Car Number 526647 for 7 days at \$50 00 a day,
- e Car Number 10227 for 25 days at \$50 00 a day,
- f Car Number 526641 for 20 days at \$50 00 a day,
- g Car Number 951106 for 1 day at \$50 00 a day,
- h Car Number 951106 for 89 days at \$50 00 a day

Answer: Defendant admits that Plaintiff has assessed demurrage charges for June, 2005 in the amounts stated. Defendant is without sufficient knowledge to admit or deny that those charges were appropriately assessed in accordance with the provisions of Tariff RATX 6001, accordingly, Defendant demands strict proof thereof.

13 In July of 2005, defendant was assessed demurrage charges in the amount of \$7,150.00. Those charges include:

- a Car Number 295202 for 52 days at \$50.00 a day,*
- b Car Number 297144 for 52 days at \$50.00 a day,*
- c Car Number 430 for 2 days at \$50.00 a day,*
- d Car Number 437 for 4 days at \$50.00 a day,*
- e Car Number 400 for 5 days at \$50.00 a day,*
- f Car Number 408 for 11 days at \$50.00 a day,*
- g Car Number 409 for 12 days at \$50.00 a day,*
- h Car Number 422 for 4 days at \$50.00 a day,*
- i Car Number 360037 for 2 days at \$50.00 a day,*
- j Car Number 360085 for 3 days at \$50.00 a day*

Answer: Defendant admits that Plaintiff has assessed demurrage charges for July, 2005 in the amounts stated. Defendant is without sufficient knowledge to admit or deny that those charges were appropriately assessed in accordance with the provisions of Tariff RATX 6001, accordingly, Defendant demands strict proof thereof.

*14 "RATX 6001", Item 470(J), states that plaintiff may initiate and pursue the following actions:
"(1) Assess an additional charge of an amount not to exceed one (1) percent per month of the unpaid charges." "Exhibit 1"*

Answer: Defendant admits that Item 470(J) of Tariff RATX 6001 contains the provision quoted in Paragraph 14.

15 Defendant has not paid the \$54,550 in demurrage charges which were assessed from January 2005 through July 2005, as outlined in paragraphs 7 through 13 above, has breached its obligations under "RATX 6001" and therefore plaintiff is entitled to interest as provided by Item 470(J)(1)

Answer: Defendant is without sufficient knowledge to admit or deny the allegations

of Paragraph 15, accordingly, Defendant demands strict proof thereof

16 *As provided in "RATX 6001" Item 470(J)(1), Defendant's unpaid demurrage charges have now accrued interest in the amount of \$11,361 00 Those interest charges include*

<i>a</i>	<i>January, 2005</i>	<i>\$1,128 00</i>
<i>b</i>	<i>February, 2005</i>	<i>\$1,587 00</i>
<i>c</i>	<i>March, 2005</i>	<i>\$1,848 00</i>
<i>d</i>	<i>April, 2005</i>	<i>\$2,919 00</i>
<i>e</i>	<i>May, 2005</i>	<i>\$540 00</i>
<i>f</i>	<i>June, 2005</i>	<i>\$2,052 00</i>
<i>g</i>	<i>July, 2005</i>	<i>\$1,287 00</i>

Answer: Defendant is without sufficient knowledge to admit or deny the allegations

of Paragraph 16, accordingly, Defendant demands strict proof thereof

17 *"RATX 6001", Item 470(J)(2) provides for the collection of legal costs associated with bringing this action Item 470(J) states that plaintiff may initiate and pursue the following actions*

(2) *"Assess an additional charge equal to "Railroad" legal and collection agency costs associated with each adverse collection " "Exhibit 1"*

Therefore, Plaintiff prays for judgment for the unpaid demurrage charges in the amount of \$54,550 00, for interest which has now accrued in the amount of \$11,361, for interest which continues to accrue at a rate of 1% per month, and for its attorney fees associated in pursuing this action

Answer: Defendant admits that Item 470(J)(2) of Tariff RATX 6001 contains the

provision quoted in Paragraph 17 Defendant is without sufficient knowledge to admit or deny

all other allegations in Paragraph 17, accordingly, Defendant demands strict proof thereof

COUNT II

18 *Plaintiff thereby incorporates paragraphs 1-17 as though set forth fully therein*

Answer: Paragraph 18 does not require a separate answer

19 Defendant's obligations to plaintiff, from August 1, 2005 through July 24, 2006, arose under Missouri & Northern Arkansas Railroad Freight Tariff MNA 6001 (hereinafter "MNA 6001") "MNA 6001" is attached hereto and incorporated herein as "Exhibit 2"

Answer: Defendant admits that Missouri & Northern Arkansas Railroad Freight Tariff MNA 6001 was in effect between August 1, 2005 and July 24, 2006 Defendant is without sufficient knowledge to admit or deny that it is obligated to Plaintiff under that Tariff, accordingly, Defendant demands strict proof thereof

20 Pursuant to "MNA 6001", Item 500(A)
"Demurrage is assessed at the rate of \$65 00 per car per day for all time in excess of 24 hours for loading or 48 hours for unloading from the first 0001 hours after tender until release "
"Exhibit 2"

Answer: Defendant admits that Item 500(A) of Tariff MNA 6001 contains the provision quoted in Paragraph 20

21 In August of 2005, defendant was assessed demurrage charges in the amount of \$10,985 00 Those charges include

- a Car Number 6507 for 10 days at \$65 00 a day,
- b Car Number 6577 for 10 days at \$65 00 a day,
- c Car Number 360111 for 10 days at \$65 00 a day,
- d Car Number 389 for 8 days at \$65.00 a day,
- e Car Number 402 for 9 days at \$65 00 a day,
- f Car Number 445 for 1 day at \$65 00 a day,
- g Car Number 360369 for 21 days at \$65 00 a day,
- h Car Number 297103 for 16 days at \$65 00 a day,
- i Car Number 360091 for 21 days at \$65 00 a day,
- j Car Number 340526 for 21 days at \$65 00 a day,
- k Car Number 526641 for 23 days at \$65 00 a day,
- l Car Number 360144 for 5 days at \$65 00 a day,
- m Car Number 365094 for 6 days at \$65 00 a day,
- n Car Number 360286 for 3 days at \$65 00 a day,
- o Car Number 650399 for 3 days at \$65 00 a day,
- p Car Number 391 for 2 day at \$65 00 a day

Answer: Defendant admits that Plaintiff has assessed demurrage charges for

August, 2005 in the amounts stated. Defendant is without sufficient knowledge to admit or deny that those charges were appropriately assessed in accordance with the provisions of Tariff MNA 6001; accordingly, Defendant demands strict proof thereof.

22 *In September of 2005, defendant was assessed demurrage charges in the amount of \$10,010.00. Those charges include*

- a Car Number 360343 for 9 days at \$65.00 a day,
- b Car Number 375060 for 9 days at \$65.00 a day,
- c Car Number 295274 for 8 days at \$65.00 a day,
- d Car Number 360204 for 4 days at \$65.00 a day,
- e Car Number 651196 for 4 days at \$65.00 a day,
- f Car Number 360361 for 3 days at \$65.00 a day,
- g Car Number 137028 for 3 days at \$65.00 a day,
- h Car Number 137247 for 3 days at \$65.00 a day,
- i Car Number 137330 for 5 days at \$65.00 a day,
- j Car Number 651346 for 6 days at \$65.00 a day,
- k Car Number 360669 for 6 days at \$65.00 a day,
- m Car Number 560575 for 5 days at \$65.00 a day,
- n Car Number 510152 for 14 days at \$65.00 a day,
- o Car Number 651216 for 7 days at \$65.00 a day,
- p Car Number 651322 for 10 days at \$65.00 a day,
- q Car Number 70443 for 12 days at \$65.00 a day,
- r Car Number 513046 for 8 days at \$65.00 a day,
- s Car Number 513101 for 11 days at \$65.00 a day,
- t Car Number 360315 for 8 days at \$65.00 a day,
- u Car Number 137280 for 10 days at \$65.00 a day,
- v Car Number 340625 for 10 days at \$65.00 a day.

Answer: Defendant admits that Plaintiff has assessed demurrage charges for

September, 2005 in the amounts stated. Defendant is without sufficient knowledge to admit or deny that those charges were appropriately assessed in accordance with the provisions of Tariff MNA 6001; accordingly, Defendant demands strict proof thereof.

23 *In October of 2005, defendant was assessed demurrage charges in the amount of \$8,125.00. Those charges include*

- a Car Number 360054 for 9 days at \$65 00 a day,*
- b Car Number 360111 for 12 days at \$65 00 a day,*
- c Car Number 87020 for 5 days at \$65 00 a day,*
- d Car Number 360095 for 7 days at \$65 00 a day,*
- e Car Number 137362 for 13 days at \$65 00 a day,*
- f Car Number 650514 for 12 days at \$65 00 a day,*
- g Car Number 360091 for 10 days at \$65 00 a day,*
- h Car Number 641883 for 7 days at \$65 00 a day,*
- i Car Number 340611 for 3 days at \$65 00 a day,*
- j Car Number 10286 for 4 days at \$65 00 a day,*
- k Car Number 360206 for 6 days at \$65 00 a day,*
- l Car Number 360359 for 7 days at \$65 00 a day,*
- m Car Number 526647 for 3 days at \$65 00 a day,*
- n Car Number 651297 for 4 days at \$65 00 a day,*
- o Car Number 652506 for 4 days at \$65 00 a day,*
- p Car Number 365121 for 6 days at \$65 00 a day,*
- q Car Number 287089 for 7 day at \$65 00 a day,*
- r Car Number 360363 for 3 days at \$65 00 a day,*
- s Car Number 650140 for 4 days at \$65 00 a day*

Answer: Defendant admits that Plaintiff has assessed demurrage charges for October, 2005 in the amounts stated Defendant is without sufficient knowledge to admit or deny that those charges were appropriately assessed in accordance with the provisions of Tariff MNA 6001, accordingly, Defendant demands strict proof thereof

24 In November of 2005, defendant was assessed demurrage charges in the amount of \$18,200 00 Those charges include

- a Car Number 360201 for 34 days at \$65 00 a day,*
- b Car Number 54004 for 15 days at \$65 00 a day,*
- c Car Number 54028 for 14 days at \$65 00 a day,*
- d Car Number 56171 for 14 days at \$65 00 a day,*
- e Car Number 360249 for 24 days at \$65 00 a day,*
- f Car Number 650808 for 30 days at \$65 00 a day,*
- g Car Number 650878 for 25 days at \$65 00 a day,*
- h Car Number 10226 for 20 days at \$65 00 a day,*
- i Car Number 10462 for 20 days at \$65 00 a day,*
- j Car Number 10493 for 7 days at \$65 00 a day,*
- k Car Number 55234 for 28 days at \$65 00 a day,*
- l Car Number 60209 for 18 days at \$65 00 a day,*

m Car Number 651257 for 31 days at \$65 00 a day

Answer: Defendant admits that Plaintiff has assessed demurrage charges for November, 2005 in the amounts stated. Defendant is without sufficient knowledge to admit or deny that those charges were appropriately assessed in accordance with the provisions of Tariff MNA 6001, accordingly, Defendant demands strict proof thereof.

25 In December of 2005, defendant was assessed demurrage charges in the amount of \$13,715 00 Those charges include

- a Car Number 60288 for 21 days at \$65 00 a day,
- b Car Number 360222 for 39 days at \$65 00 a day,
- c Car Number 360239 for 33 days at \$65 00 a day,
- d Car Number 360202 for 12 days at \$65 00 a day,
- e Car Number 137156 for 12 days at \$65 00 a day,
- f Car Number 340623 for 4 days at \$65 00 a day,
- g Car Number 360278 for 12 days at \$65 00 a day,
- h Car Number 650795 for 44 days at \$65 00 a day,
- i Car Number 372010 for 4 days at \$65 00 a day,
- j Car Number 10286 for 4 days at \$65 00 a day,
- k Car Number 365045 for 3 days at \$65 00 a day,
- l Car Number 10493 for 12 days at \$65 00 a day,
- m Car Number 287003 for 2 days at \$65 00 a day,
- n Car Number 365195 for 3 days at \$65 00 a day,
- o Car Number 287096 for 4 days at \$65 00 a day,
- p Car Number 650691 for 5 days at \$65 00 a day

Answer: Defendant admits that Plaintiff has assessed demurrage charges for December, 2005 in the amounts stated Defendant is without sufficient knowledge to admit or deny that those charges were appropriately assessed in accordance with the provisions of Tariff MNA 6001, accordingly, Defendant demands strict proof thereof

26 In January of 2006, defendant was assessed demurrage charges in the amount of \$12,740 00 Those charges include

- a Car Number 360237 for 3 days at \$65 00 a day,
- b Car Number 360306 for 5 days at \$65 00 a day,

- c Car Number 360325 for 5 days at \$65 00 a day,
- d Car Number 360356 for 97 days at \$65 00 a day,
- e Car Number 137053 for 8 days at \$65 00 a day,
- f Car Number 137096 for 12 days at \$65 00 a day,
- g Car Number 137113 for 7 days at \$65 00 a day,
- h Car Number 137224 for 5 days at \$65 00 a day,
- i Car Number 10493 for 3 days at \$65 00 a day,
- j Car Number 443 for 4 days at \$65 00 a day,
- k Car Number 650048 for 6 days at \$65.00 a day,
- l Car Number 650673 for 7 days at \$65.00 a day,
- m Car Number 650891 for 5 days at \$65 00 a day,
- n Car Number 651312 for 3 days at \$65 00 a day;
- o Car Number 651351 for 7 days at \$65 00 a day,
- p Car Number 419 for 6 days at \$65 00 a day,
- q Car Number 365090 for 3 days at \$65 00 a day,
- r Car Number 365150 for 5 days at \$65 00 a day,
- s Car Number 365158 for 5 days at \$65 00 a day

Answer: Defendant admits that Plaintiff has assessed demurrage charges for January, 2006 in the amounts stated Defendant is without sufficient knowledge to admit or deny that those charges were appropriately assessed in accordance with the provisions of Tariff MNA 6001, accordingly, Defendant demands strict proof thereof

27 In February of 2006, defendant was assessed demurrage charges in the amount of \$16,575 00 Those charges include

- a Car Number 360304 for 7 days at \$65.00 a day;
- b Car Number 137105 for 7 days at \$65 00 a day,
- c Car Number 651145 for 8 days at \$65 00 a day,
- d Car Number 350274 for 1 day at \$65 00 a day,
- e Car Number 643091 for 1 day at \$65 00 a day,
- f Car Number 643366 for 4 days at \$65 00 a day,
- g Car Number 339155 for 4 days at \$65 00 a day,
- h Car Number 350182 for 4 days at \$65 00 a day,
- i Car Number 643421 for 6 days at \$65 00 a day,
- j Car Number 97639 for 3 days at \$65 00 a day,
- k Car Number 295201 for 7 days at \$65 00 a day,
- l Car Number 297129 for 7 days at \$65 00 a day,
- m Car Number 297180 for 7 days at \$65 00 a day,
- n Car Number 416 for 2 days at \$65 00 a day,

o Car Number 350210 for 11 days at \$65 00 a day,
 p Car Number 642292 for 11 days at \$65 00 a day,
 q Car Number 956046 for 8 days at \$65 00 a day,
 r Car Number 287001 for 19 days at \$65 00 a day,
 s Car Number 295092 for 15 days at \$65 00 a day
 t Car Number 66467 for 12 days at \$65 00 a day,
 u Car Number 641229 for 13 days at \$65.00 a day,
 v Car Number 641056 for 2 days at \$65 00 a day,
 w Car Number 641425 for 5 days at \$65 00 a day,
 x Car Number 642368 for 7 days at \$65 00 a day,
 y Car Number 360243 for 35 days at \$65 00 a day;
 z Car Number 340213 for 22 days at \$65 00 a day,
 aa Car Number 641263 for 21 days at \$65 00 a day,
 bb Car Number 340177 for 5 days at \$65 00 a day,
 cc Car Number 650370 for 5 days at \$65 00 a day

Answer: Defendant admits that Plaintiff has assessed demurrage charges for February, 2006 in the amounts stated Defendant is without sufficient knowledge to admit or deny that those charges were appropriately assessed in accordance with the provisions of Tariff MNA 6001, accordingly, Defendant demands strict proof thereof.

28 In March of 2006, defendant was assessed demurrage charges in the amount of \$12,220 00 Those charges include

a Car Number 287058 for 8 days at \$65 00 a day,
 b Car Number 641510 for 1 day at \$65 00 a day,
 c Car Number 741029 for 6 days at \$65 00 a day,
 d Car Number 642687 for 8 days at \$65 00 a day,
 e Car Number 338027 for 7 days at \$65 00 a day,
 f Car Number 501193 for 3 days at \$65 00 a day,
 g Car Number 340299 for 4 days at \$65 00 a day,
 h Car Number 10493 for 10 days at \$65 00 a day,
 i Car Number 641960 for 1 day at \$65 00 a day,
 j Car Number 329716 for 2 days at \$65 00 a day,
 k Car Number 518231 for 4 days at \$65.00 a day,
 l Car Number 338030 for 4 days at \$65 00 a day,
 m Car Number 152034 for 9 days at \$65 00 a day,
 n Car Number 640446 for 3 days at \$65.00 a day,
 o Car Number 516277 for 9 days at \$65.00 a day,
 p Car Number 517905 for 9 days at \$65 00 a day,

q Car Number 519231 for 9 days at \$65.00 a day,
r Car Number 650190 for 4 days at \$65 00 a day,
s Car Number 518349 for 6 days at \$65 00 a day
l Car Number 643729 for 5 days at \$65 00 a day,
u Car Number 97066 for 5 days at \$65 00 a day;
v Car Number 97569 for 6 days at \$65 00 a day,
w Car Number 340165 for 7 days at \$65 00 a day,
x Car Number 340536 for 5 days at \$65 00 a day,
y Car Number 337613 for 12 days at \$65 00 a day,
z Car Number 340167 for 8 days at \$65 00 a day,
aa Car Number 641752 for 6 days at \$65 00 a day;
bb Car Number 6118 for 6 days at \$65 00 a day,
cc Car Number 295160 for 12 days at \$65 00 a day,
dd Car Number 339193 for 6 days at \$65 00 a day,
ee Car Number 516133 for 3 days at \$65 00 a day

Answer: Defendant admits that Plaintiff has assessed demurrage charges for March, 2006 in the amounts stated. Defendant is without sufficient knowledge to admit or deny that those charges were appropriately assessed in accordance with the provisions of Tariff MNA 6001, accordingly, Defendant demands strict proof thereof

29 In April of 2006, defendant was assessed demurrage charges in the amount of \$20,995 00 Those charges include

a Car Number 320392 for 14 days at \$65 00 a day,
b Car Number 519272 for 6 days at \$65 00 a day,
c Car Number 295278 for 27 days at \$65 00 a day,
d Car Number 297195 for 28 days at \$65 00 a day,
e Car Number 651359 for 16 days at \$65 00 a day,
f Car Number 137053 for 4 days at \$65 00 a day,
g Car Number 137293 for 4 days at \$65 00 a day,
h Car Number 650296 for 4 days at \$65 00 a day,
i Car Number 651376 for 6 days at \$65.00 a day,
j Car Number 360302 for 7 days at \$65 00 a day,
k Car Number 427 for 2 days at \$65 00 a day,
l Car Number 435 for 2 days at \$65 00 a day,
m Car Number 287074 for 4 days at \$65 00 a day,
n Car Number 128099 for 3 days at \$65 00 a day,
o Car Number 650040 for 4 days at \$65.00 a day,
p Car Number 511947 for 1 day at \$65 00 a day,

q Car Number 512460 for 1 day at \$65 00 a day,
 r Car Number 360204 for 20 days at \$65 00 a day,
 s Car Number 360229 for 24 days at \$65 00 a day
 t Car Number 137012 for 5 days at \$65 00 a day,
 u Car Number 10493 for 22 days at \$65 00 a day,
 v Car Number 365086 for 23 days at \$65 00 a day,
 w Car Number 16288 for 4 days at \$65 00 a day,
 x Car Number 640853 for 4 days at \$65 00 a day;
 y Car Number 66462 for 43 days at \$65 00 a day,
 z Car Number 323096 for 44 days at \$65 00 a day,
 au Car Number 640648 for 1 day at \$65 00 a day

Answer: Defendant admits that Plaintiff has assessed demurrage charges for April, 2006 in the amounts stated. Defendant is without sufficient knowledge to admit or deny that those charges were appropriately assessed in accordance with the provisions of Tariff MNA 6001, accordingly, Defendant demands strict proof thereof

30 In May of 2006, defendant was assessed demurrage charges in the amount of \$8,775 00 Those charges include

a Car Number 650327 for 2 days at \$65 00 a day,
 b Car Number 650522 for 2 days at \$65 00 a day,
 c Car Number 650536 for 2 days at \$65 00 a day,
 d Car Number 651146 for 2 days at \$65 00 a day,
 e Car Number 350170 for 13 days at \$65 00 a day,
 f Car Number 128041 for 8 days at \$65 00 a day,
 g Car Number 297079 for 55 days at \$65 00 a day,
 h Car Number 340545 for 11 days at \$65 00 a day,
 i Car Number 642045 for 4 days at \$65 00 a day,
 j Car Number 650444 for 4 days at \$65 00 a day,
 k Car Number 350233 for 5 days at \$65.00 a day,
 l Car Number 650392 for 12 days at \$65 00 a day,
 m Car Number 340669 for 12 days at \$65 00 a day,
 n Car Number 10493 for 4 days at \$65 00 a day

Answer: Defendant admits that Plaintiff has assessed demurrage charges for May, 2006 in the amounts stated Defendant is without sufficient knowledge to admit or deny that

those charges were appropriately assessed in accordance with the provisions of Tariff MNA 6001, accordingly, Defendant demands strict proof thereof

31 In June of 2006, defendant was assessed demurrage charges in the amount of \$4,550 00 Those charges include

- a Car Number 360242 for 4 days at \$65 00 a day,*
- b Car Number 137006 for 4 days at \$65 00 a day,*
- c Car Number 137142 for 6 days at \$65 00 a day,*
- d Car Number 651264 for 6 days at \$65 00 a day,*
- e Car Number 10493 for 19 days at \$65 00 a day,*
- f Car Number 55546 for 16 days at \$65 00 a day,*
- g Car Number 27185 for 16 days at \$65 00 a day*

Answer: Defendant admits that Plaintiff has assessed demurrage charges for June, 2006 in the amounts stated Defendant is without sufficient knowledge to admit or deny that those charges were appropriately assessed in accordance with the provisions of Tariff MNA 6001; accordingly, Defendant demands strict proof thereof

32 In July of 2006, defendant was assessed demurrage charges in the amount of \$3,315 00 Those charges include

- a. Car Number 287051 for 5 days at \$65 00 a day,*
- b Car Number 360313 for 14 days at \$65.00 a day,*
- c Car Number 137277 for 13 days at \$65 00 a day,*
- d Car Number 365032 for 4 days at \$65 00 a day,*
- e Car Number 365190 for 6 days at \$65 00 a day,*
- f Car Number 98723 for 9 days at \$65 00 a day*

Answer: Defendant admits that Plaintiff has assessed demurrage charges for July, 2006 in the amounts stated. Defendant is without sufficient knowledge to admit or deny that those charges were appropriately assessed in accordance with the provisions of Tariff MNA 6001, accordingly, Defendant demands strict proof thereof

33 *"MNA 6001", Item 90 states that when defendant fails to pay for assessed damages, MNA may assess an additional charge equal to the greater of an amount not to exceed two (2) percent per month of the unpaid charge or the highest rate allowed by law "Exhibit 2"*

Answer: Defendant admits that Item 90 of Tariff MNA 6001 contains the provision alleged in Paragraph 33

34 *Defendant has not paid the \$140,140 00 in demurrage charges assessed from August 1, 2005 through July 24, 2006 as outlined in paragraphs 22-32 above, has breached its obligations under "MNA 6001", Item 500 and therefore plaintiff is entitled to interest as defined in "MNA 6001" Item 90*

Answer: Defendant admits that it has not paid demurrage charges in the amount of \$140,140 00 assessed by Plaintiff Defendant has insufficient knowledge to admit or deny the remainder of the allegations of Paragraph 34, accordingly, Defendant demands strict proof thereof

35 *Defendant's unpaid demurrage charges have now accrued interest, in the amount of \$33,381 40 Those interest charges include*

a	August, 2005	\$3,712 80
b	September, 2005	\$3,203 20
c	October, 2005	\$2,437 00
d	November, 2005	\$5,096 00
e	December, 2005	\$3,565.40
f	January, 2006	\$3,057 60
g	February, 2006	\$3,646 50
h	March, 2006	\$2,444 00
i	April, 2006	\$3,779 10
j	May, 2006	\$1,404 00
k	June, 2006	\$637 00
l	July, 2006	\$397 80

Therefore, Plaintiff prays for judgment for the unpaid demurrage charges in the amount of \$140,140 00, for interest which has accrued in the amount of \$33,381 40, and for interest which continues to accrue at a rate of 2% per month

Answer: Defendant is without sufficient knowledge to admit or deny the allegations of Paragraph 35, accordingly, Defendant demands strict proof thereof

COUNT III

36 *Plaintiff hereby incorporates paragraphs 1-35 as though set forth fully therein*

Answer: Paragraph 36 does not require a separate answer

37 *Defendant's obligations to plaintiff, from July 25, 2006 through current arise under Missouri & Northern Arkansas Railroad Freight Tariff MNA 6001-B (hereinafter "MNA 6001-B") "MNA 6001-B" is attached hereto and incorporated herein as "Exhibit 3"*

Answer: Defendant admits that Missouri & Northern Arkansas Railroad Freight Tariff MNA 6001-B has been in effect between July 25, 2006 and the present. Defendant has insufficient knowledge to admit or deny that it is obligated to Plaintiff for demurrage charges pursuant to that Tariff, accordingly, Defendant demands strict proof thereof

38 *Pursuant to "MNA 6001-B", Item 500(A)
"Demurrage is assessed at the rate of \$65 00 per car per day for
all time in excess of 24 hours for loading or 48 hours for
unloading from the first 0001 hours after tender until release "
"Exhibit 3"*

Answer: Defendant admits that Item 500(A) of Tariff MNA 6001-B contains the provision quoted in Paragraph 38

39 *In August of 2006, defendant was assessed demurrage charges in the amount of \$560 00 Those charges include*

- a *Car Number 10493 for 3 days at \$65 00 a day,*
- b *Car Number 323171 for 1 day at \$65 00 a day,*
- c *Car Number 315192 for 1 day at \$65 00 a day,*
- d *Car Number 10493 for 1 day at \$65 00 a day,*
- e *Car Number 323171 for 4 days at \$65 00 a day*

Answer: Defendant is without sufficient information to admit or deny the allegations of Paragraph 39, accordingly, Defendant demands strict proof thereof.

40 *In October of 2006, defendant was assessed demurrage charges in the amount of \$325 00 Those charges include*

a Car Number 31103 for 5 days at \$65 00 a day

Answer: Defendant is without sufficient information to admit or deny the allegations of Paragraph 40, accordingly, Defendant demands strict proof thereof

41 "MNA 6001-B", Item 90 says when defendant fails to pay for assessed demurrage, MNA may assess an additional charge equal to the greater of an amount not to exceed two (2) percent per month of the unpaid charge or the highest rate allowed by law "Exhibit 3"

Answer: Defendant admits the allegations of Paragraph 41

42 Defendant has not paid the \$885 00 demurrage charges as outlined in paragraphs 39 and 40 above, has breached its obligations under "MNA 6001-B" Item 500 and therefore plaintiff is entitled to interest as defined in "MNA 6001-B", Item 90

Answer: Defendant admits that it has not paid the amount set out in Paragraph 42. Defendant is without sufficient knowledge to admit or deny the remainder of the allegations in Paragraph 42, accordingly, Defendant admits strict proof thereof

43 As provided by "MNA 6001-B" Item 90, Defendant's unpaid demurrage charges have not accrued interest in the amount of \$75 50 Those interest charges include

- a) August, 2006 \$56 00
- b) October, 2006 \$19 50

Answer: Defendant is without sufficient knowledge to admit or deny the allegations in Paragraph 43, accordingly, Defendant admits strict proof thereof

COUNT IV

44 Plaintiff hereby incorporates paragraphs 1-43 as though set forth fully therein

Answer: Paragraph 44 does not require a separate answer

45 Defendant's obligations to plaintiff, in December of 2005 arise under Missouri & Northern Arkansas Railroad Freight Tariff MNA 8004-B (hereinafter "MNA 8004-B") "MNA 8004-B" is attached hereto and incorporated herein as "Exhibit 4"

Answer: Defendant admits the allegations of Paragraph 45

- 46 Pursuant to "MNA 8004-B", Item 1220
When a car is diverted or reconsigned while on MNA tracks and
prior to delivery, a charge of
1 Single car \$200 00,
2 Multi-car traveling as a single unit on a single bill of lading
\$300 00 shall be assessed against the party making the diversion "

Answer: Defendant admits the allegations of Paragraph 46.

- 47 In December of 2005, defendant was assessed a diversion/reconsignment charge
as follows
a Car Number 52000 at \$300 00

Answer: Defendant admits the allegations of Paragraph 47

- 48 A finance charge of 2% per month is charge on ull past due accounts

Answer: Defendant admits the allegations of Paragraph 48

- 49 Defendant has not paid the \$300 00 diversion/reconsignment charge as outlined
in paragraph 47 above, has breached its obligation under "MNA 8004-B" Item 1220 and
therefore plaintiff is entitled to interest in the amount of 2% per month

Answer: Defendant denies the allegations of Paragraph 49 Further answering,
Defendant states that it has paid \$300 to Plaintiff in settlement of Count IV

- 50 Defendant's unpaid diversion/reconsignment charges have not accrued interest,
in the amount of \$78 00

Therefore, Plaintiff prays for the unpaid diversion/reconsignment charge in the amount
of \$300 00, for interest which has accrued in the amount of \$78 00 and for interest which
continues to accrue at a rate of 2% per month

Answer: Defendant denies the allegations of Paragraph 50

COUNT V

- 51 Plaintiff hereby incorporates paragraphs 1-50 as though set forth fully therein

Answer: Paragraph 51 does not require a separate answer

52 Defendant's obligations to plaintiff, from January 2006 through July 25, 2006 arise under Missouri & Northern Arkansas Railroad Freight Tariff MNA 8000-A (hereinafter "MNA 8000-A") "MNA 8000-A" is attached hereto and incorporated herein as "Exhibit 5"

Answer: Defendant admits that Missouri & Northern Arkansas Railroad Freight Tariff MNA 8000-A was in effect during the time frame alleged in Paragraph 52 Defendant is without sufficient information to admit or deny that Defendant is obligated to Plaintiff under that Tariff; accordingly, Defendant demands strict proof thereof

53 Pursuant to "MNA 8000-A", Item 530
"When an order is placed with MNA by consignee, consignor, or owner that modifies any of the terms of shipment listed above in this items, the following charges will apply
1 The charge for Diversion or Reconsignment will be \$200.00 per car for single car diversions
2 The charge for Diversion or Reconsignment will be \$300 for a multi-car traveling as a single unit on a single bill-of-lading " "Exhibit 5"

Answer: Defendant admits the allegations of Paragraph 53

54 In January of 2006, defendant was assessed diversion/reconsignment charges as follows
a Car Number 52006 at \$200 00,
b Car Number 52009 at \$200 00,
c Car Number 52010 at \$200 00

Answer: Defendant admits the allegations of Paragraph 54

55 In February 2006, defendant was assessed a diversion/reconsignment charge as follows
a Car Number 65027 at \$200 00

Answer: Defendant admits the allegations of Paragraph 55

56 In April of 2006, defendant was assessed a diversion/reconsignment charge as follows
a Car Number 65005 at \$200 00,
b Car Number 65012 at \$200 00,
c Car Number 65025 at \$200 00,
d Car Number 52005 at \$200 00,

e Car Number 65028 at \$200 00

Answer: Defendant admits the allegations of Paragraph 56

57 In May of 2006, defendant was assessed a diversion/reconsignment charge as follows

a Car Number 65025 at \$200 00

Answer: Defendant admits the allegations of Paragraph 57

58 "MNA 8000-A", Item 90 says payments received after the expiration of the credit period are subject to a 1½ percent per month service charges "See Exhibit 5"

Answer: Defendant denies the allegations of Paragraph 58.

59 Defendant has not paid the \$2,000 00 diversion/reconsignment charges as outlined in paragraphs 54-57 above, has breached its obligations under "MNA 8000-A" Item 530 and therefore plaintiff is entitled to interest as defined in "MNA 8000-A", Item 90

Answer: Defendant admits that it has not paid the charges referred to in Paragraphs

54-57 Defendant denies all remaining allegations of Paragraph 59

60 Defendant's unpaid diversion/reconsignment charges have now accrued interest, in the amount of \$300.00, those interest charges include.

a	January 2006	\$108 00
b	February 2006	\$33.00
c.	April 2006	\$135 00
d	May 2006	\$24 00

Therefore, Plaintiff prays for unpaid diversion/reconsignment charges in the amount of \$2,000 00, for interest which has accrued in the amount of \$300 00 and for interest which continues to accrue at a rate of 1½ % per month.

Answer: Defendant denies the allegations of Paragraph 60

COUNT VI

61 Plaintiff hereby incorporates paragraphs 1-60 as though set forth fully therein

Answer: Paragraph 61 does not require a separate answer

62 Defendant's obligations to plaintiff, from July 25, 2006 to current arise under Missouri & Northern Arkansas Railroad Freight Tariff MNA 8000-B (hereinafter "MNA 8000-B") "MNA 8000-B" is attached hereto and incorporated herein as "Exhibit 6"

Answer: Defendant admits the allegations of Paragraph 62

63 In September of 2006, defendant was assessed an overload charge in the amount of \$500 00 for car number 65026

Answer: Defendant admits the allegations of Paragraph 63

64 "MNA 8000-B", Item 90 says payments received after the expiration of the credit period are subject to a 1 ½ percent per month service charge "See Exhibit 6"

Answer: Defendant denies the allegations of Paragraph 64

65 Defendant has not paid the \$500 00 overload charge as outlined in paragraph 63 above, has breached its obligation under "MNA 8000-B" Item 420 and therefore plaintiff is entitled to interest as defined in "MNA 8000-B", Item 90

Answer: Defendant denies the allegations of Paragraph 65 Further answering,

Defendant states that it has paid Plaintiff \$500 in settlement of Count VI

66 Defendant's unpaid overload charge has now accrued interest, in the amount of \$30 00

Therefore, Plaintiff prays for an unpaid overload charge in the amount of \$500 00, interest which has accrued in the amount of \$30 00 and which continues to accrue at a rate of 1 ½ % per month, and for such other orders as the Court deems just and proper

Answer: Defendant denies the allegations of Paragraph 66

AFFIRMATIVE DEFENSES

1. The Court does not have jurisdiction of the subject matter of the Complaint because the Surface Transportation Board, a federal administrative agency which has exclusive jurisdiction over rail transportation, has exempted rail transportation of iron and steel scrap from all provisions of Title 49 United States Code, Subtitle IV, including 49 U.S.C. § 10746 which is

alleged by Plaintiff to provide the legal basis for this Court's jurisdiction (see Complaint, Paragraph 3)

2 Even if this Court had subject matter jurisdiction, demurrage charges are not collectible on cars held pursuant to constructive placement because Plaintiff failed to provide timely notices of constructive placement, as required by its tariff

3 Even if the Court had subject matter jurisdiction, demurrage charges are not collectible on private cars held on private tracks because such cars are excepted from demurrage under Plaintiff's tariff

4 Even if the Court had subject matter jurisdiction, collection of demurrage charges would be an unreasonable practice affecting rates for Plaintiff's services in violation of 49 U.S.C. § 10702(2) because of railroad error in the following respects:

A Plaintiff wrongfully assessed demurrage charges on cars held in Plaintiff's yard awaiting car orders by Defendant; and

B Plaintiff wrongfully assessed demurrage charges on cars that Defendant was able to receive, but which were not delivered to Defendant because of Plaintiff's own disability, i.e., Plaintiff's inability to operate its locomotive over a crossing on Plaintiff's tracks that Plaintiff failed to keep in good repair, and

C Plaintiff wrongfully assessed demurrage charges on cars for which Plaintiff does not have adequate proof of dates of actual placement and/or release

5 Even if the Court had subject matter jurisdiction, collection of demurrage charges would breach Plaintiff's agreement to refrain from attempting to collect demurrage charges in exchange for Defendant's commitment to continue to utilize Plaintiff's rail service

WHEREFORE, this Court should determine that Defendant is not liable to Plaintiff for the amount sought in the Complaint, nor for any other amount. Accordingly, this Court should enter judgment in favor of Defendant on all Counts. In addition, this Court should order Plaintiff to pay Defendant's attorney's fees and Court costs, and grant such other and further relief as may be warranted.

Respectfully submitted,

/s/ Daniel D. Whitworth
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Attorneys for Defendant

CERTIFICATE OF SERVICE

I hereby certify that on July 16, 2007, I served the foregoing document, Answer to Amended Complaint, on Karl W Blanchard, Jr. and M. Lynn Stanley, Jr , Blanchard, Robertson, Mitchell & Carter, P.C., 320 West 4th Street, Joplin, MO 64802, by UPS overnight mail

/s/ Thomas F McFarland
Thomas F McFarland

CERTIFICATE OF SERVICE

I hereby certify that on October 4, 2007, I served the foregoing document, Petition For
Declaratory Order, by UPS overnight mail, on the following

Hon Dean Whipple
United States District Judge
USDC, Western District of Missouri
Southwestern Division
U S Courthouse
222 John Q Hammons Pkwy
Springfield, MO 65808

Karl W Blanchard, Jr , Esq
M Lynn Stanley, Jr
Blanchard, Robertson, Mitchell & Carter, P C
320 West 4th Street
P O Box 1626
Joplin, MO 64802

Thomas F McFarland

Thomas F McFarland