

PASSPORT 2011

Your Passport to CN Optional Services



Optional Services – Carload

CN 9000-M • Effective January 1, 2011

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Issued November 1, 2010 by Manager, Optional Services, CN, P.O. Box 8100, Montreal, QC, H3C 3N4

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Documentation

Bill of Lading

Keeping your shipments moving


Providing us with accurate and complete information about your shipments helps us provide on-time delivery, seamless transborder shipping and the assurance that your shipments meet safety and legal requirements.

It all begins with the Bill of Lading, using our “Velocity” eBusiness tools, or EDI. Using these tools, the information relating to your shipment is entered in our system once and only once, virtually

eliminating the chance of error or delay due to incorrect documentation. It allows us to comply with the relevant laws, helps to streamline the release of your shipment, its routing – even billing.

You want reliability and we work hard to provide it. Accurate and complete Bill of Lading information is the first step.

Please register at www.cn.ca/register.

BILL OF LADING INFORMATION REQUIREMENTS		
<p>To ensure your shipment is pulled without delay, please ensure that you provide any additional necessary information and/or documents relating to dimensional shipments, customs, or the transportation of dangerous goods/hazardous materials that – due to the nature of the shipment – are required in addition to the information noted below.</p>		
<p>Every shipment requires this information:</p> <ul style="list-style-type: none"> • Railcar initial and number • Shipper’s name and full address • Consignee’s name and full address • Care of party (when using a third party unloader) • Payer of freight • Origin, destination and route • Load or empty status • Commodity description • Net weight and unit of measure • Weight terms (e.g., kg or tons) • Total number of pieces and package type • Where applicable, concentrate gondola car’s cover number 	<p>Transborder shipments require additional information:</p> <ul style="list-style-type: none"> • Customs broker, city, and province/state • Country of origin • Invoice value and currency (if in bond) • Actual shipper/exporter name and full address • Actual consignee/importer name and full address • All seal numbers (as affixed to railcars) • Transborder and dangerous goods/hazardous materials shipment information must meet all U.S. and Canada regulatory requirements to be considered complete. Please consult the applicable government departments to ensure compliance. 	<p>Dangerous goods/hazardous materials shipments also require:</p> <ul style="list-style-type: none"> • UN number • Class number • Packing group • 24-hour telephone number • Emergency Response Assistance Plan (ERAP) number (to/from Canada) • ERAP phone number (to/from Canada)
 <p>Partners in Responsible Care®</p>		

PROVIDING COMPLETE AND ACCURATE DOCUMENTATION	Item 3050
<p>When information required for the Bill of Lading is missing or inaccurate, and we must make a change to the Bill of Lading.</p>	<p>\$105 per railcar requiring correction(s) to the Bill of Lading Responsibility: shipper</p>
<p>When Bill of Lading information is missing or inaccurate, causing a railcar to be held.</p>	<p>\$440 per railcar held plus any other Optional Services required (including switching and asset use fees) Responsibility: shipper</p>
<p>Note: These fees apply to all billable shipments (which, by law, require a Bill of Lading), including loaded railcars, revenue-empty railcars, and empty hazardous-residue railcars.</p>	

Ordering Railcars

Car Order program

At CN, we do everything possible to provide you with an empty railcar where and when you need it. You may order railcars up to four weeks in advance, while having the flexibility to change orders as business conditions warrant. Once a car order is placed, we will confirm it within 24 hours of the week's order cutoff time. If your car order is placed after the cutoff time, we will confirm it as equipment availability permits.

Using our eBusiness Car Order tool, you can enter new car orders, modify existing orders, and gain instant visibility of your order's confirmation status. You can elect to receive an email notification of your car orders that you have entered or changed. You are also able to subscribe to CN's order confirmation activities.

The Car Order program applies to railroad-marked railcars and is not applicable to certain bulk traffic (coal; coke; potash; fertilizers; western Canada grain in covered hoppers), U.S. grain, automotive traffic, heavy-duty railcars, and Customer-Assigned car pools.

PLACING AN ORDER FOR EMPTY RAILCARS	Item 1000
<p>Use the eBusiness Car Order tool at www.cn.ca/ebusiness to place your order. Specify the number of railcars that you require by choosing one of the predefined Car Order patterns that has been set up for you. You will then be able to order your cars for the start of the shift on which you will load the cars – shown as the desired <i>required loading date</i> and the <i>required loading time</i>.</p> <p>Deadline for railcar orders:</p> <ul style="list-style-type: none">• The Wednesday (by 14:00 ET) preceding the week for which the railcars will be loaded.	
CONFIRMATION OF YOUR WEEKLY ORDER	Item 1050
<p>Confirmation of railcar orders:</p> <ul style="list-style-type: none">• For car orders placed before the cutoff time, we will confirm your order by 14:00 ET on Thursday, updating the confirmed order field on the eBusiness Car Order tool. If equipment availability makes it impossible to meet all of your empty railcar requirements, this will be reflected in your confirmation number and we will continue to search for cars to fill your order, unless you reduce your order.	
INCREASING YOUR ORDER AFTER CUTOFF	Item 1100
<p>Confirmation of railcar orders:</p> <ul style="list-style-type: none">• For car orders placed after the cutoff time, we will confirm your order no later than the following business day by updating the confirmed order file on the eBusiness Car Order tool. If equipment availability makes it impossible to meet all of your empty railcar requirements, this will be reflected in your confirmation number and we will continue to search for cars to fill your order, unless you reduce your order.	

CANCELLING OR REDUCING YOUR ORDER AFTER CUTOFF	Item 1150
<p>You may make reductions without a cancellation fee, as follows:</p> <p>Up to the time that the empty railcars are assembled on a train for delivery to your facility, as indicated by the <i>lead time</i> shown on eBusiness.</p> <ul style="list-style-type: none"> ○ <u>72 hours or more prior to the want date and want time</u>, the order and confirmation will be cancelled or reduced immediately. ○ <u>Less than 72 hours prior to the want date and time</u>, the order reduction will be reviewed by CN for re-distribution, and if possible, the confirmed number will be adjusted. ○ Order reductions above the number of cars confirmed will be adjusted immediately at all times without penalty. <p>If the empty railcars cannot be re-distributed, you will receive the cars and you will need to make one of two decisions:</p> <ol style="list-style-type: none"> 1. Keep the empty railcars for loading, reducing future orders. 2. Release the empty railcars as <i>Not Used</i>. <p>Note: Asset Use fees (Item 9000) apply to both options. A Released Not Used fee (Item 1200) applies to Option #2.</p> <p>Confirmation of the acceptance of the reduction by CN will be provided no later than the following business day and will be visible on the eBusiness Car Order tool.</p>	<p>No applicable fees</p>
<p>We reserve the right to reduce or cancel the supply of railcars for a confirmed Car Order when the cars actually placed or constructively placed for the order exceed the railcars required for loading.</p>	

IF YOU ARE UNABLE TO ACCEPT THE RAILCARS YOU ORDERED OR RELEASE THEM "NOT USED"	Item 1200
<p>Railcars that cannot be accepted by the loader on the required loading date at the required loading time are subject to asset use fees.</p>	<p>Applicable asset use fees</p>
<p>Railcars placed, or constructively placed, for the required loading date/required loading time which are not used and are subsequently released as <i>Not Used</i>.</p>	<p>\$100 per railcar plus</p>
<p>If the railcars was placed at your facility and was subsequently pulled as an empty.</p>	<p>\$150 switch fee per railcar</p>

RAILCARS UNSUITABLE FOR LOADING	Item 1250
<p>If you must reject a railcar as unsuitable for loading, you need to do so using our eBusiness Release Railcars tool, while providing a reason.</p> <p>If it is confirmed that the rejected car is dirty or unsuitable for loading, you do not need to order a replacement car as your shortfall will be adjusted to flow another empty railcar to your facility.</p>	<p>No fees applicable to the order party (Asset Use fees will apply until the car is rejected)</p>
<p>Should we inspect the railcar and find it suitable for loading.</p>	<p>\$250 per railcar Responsibility: Order party</p>
<p>Should we deliver a car type other than specified in your Car Order pattern, please contact your CN customer service representative to arrange for a replacement.</p>	

Ordering Railcars

Ordering covered hopper railcars

U.S. Grain

We provide U.S. customers loading grain products in covered hopper railcars type "LO" (the Association of American Railroads (AAR) designation for covered hopper railcars) with a unique railcar order program.

Your railcar order request must include the number of railcars, the requested date, as well as commodity, destination and route. Your order must be placed a minimum of 14 days prior to your request date. Once we have confirmed your order, any cancellation you request will be subject to a service fee.

ORDERING COVERED HOPPER RAILCARS – U.S. GRAIN	Item 5000
When cancelled up to 30 days after the want date.	\$105 per railcar
Cancellation 31 - 45 days after the want date, if railcars have been placed against the order. Please note: No fee applies if your order is cancelled between 31 and 45 days after the want date and no railcars have been placed against the order.	\$105 per railcar
When cancelled more than 45 days after want date.	\$105 per railcar
<p>Note – grain and grain products: Barley (STCC 01 131), Corn (STCC 01 132), Oats (STCC 01 133), Rye (STCC 01 135), Sorghum Grains (STCC 01 136), Wheat (STCC 01 137), Grain, nec (STCC 01 139), Soybeans (STCC 01 144), Oil Seeds, nec (STCC 01 149), Field Crops, nec (STCC 01 199) and Chopped, Ground or Pulverized Alfalfa (STCC 01 992), Grain Mill By-Products (STCC 20 418 / 20 419), Feed Supplements (STCC 20 421), Soybean Products (STCC 20 923), Nut or Vegetable Oil Seed Products (STCC 20 939), Corn Glutens (STCC 20 467).</p> <p>Note: Extended Asset Use for grain and grain products railcars - unit car blocks at loading: On car blocks for a single origin/destination in the United States (minimum of 25 cars), extended asset use fees for loading will start on the second 00:01 hrs after the actual/constructive placement of the last car in the block or the unit car block order date (latest of the two times). Extended asset use will stop upon the release of the car block.</p> <p>Note: CN is a signatory railroad of the National Grain and Feed Association (NGFA) voluntary agreement to make use of mandatory binding NGFA arbitration to resolve certain types of disputes with participating grain companies. Matters subject to arbitration include asset use fees and our railcar order program.</p>	

Western Canada Grain

CN's new eBusiness Velocity tool "Grain Car Order" at www.cn.ca/velocity provides customers who load CN-supplied covered hopper railcars in Western Canada with a unique car ordering program designed to ship your grain and other crops.

When you place your grain car order request, you must specify the origin loading facility, the desired want date, the destination corridor, and the number of railcars. You may also indicate the market class: either non-board or CWB grain. The number of cars ordered per want date is limited to no more than the car spot capacity of the loading facility.

ORDERING COVERED HOPPER RAILCARS – WESTERN CANADA GRAIN	Item 5500
<ul style="list-style-type: none"> You may place your order up to 16 weeks in advance of the want week. You must place your order no later than the order cut-off time: 12:00 noon MT (13:00 CT) on Tuesday of the week prior to the week of the desired want date. <p>We may confirm grain car orders in advance of the order cut-off time.</p> <p>Railcars rejected as unsuitable for loading must be re-ordered. No fee or credit will apply.</p>	

REDUCING, CANCELLING OR CHANGING YOUR ORDER	Item 5600
<p>A fee will not apply:</p> <ul style="list-style-type: none"> • If you modify the destination corridor or origin any time outside of the blackout period – as long as CN has not already confirmed your order. The blackout period is defined as being between 12:00 MT Tuesday to 23:59 MT Thursday of each week during which time CN develops its service plans. • If you reduce or cancel your car order prior to railcar placement 14-28 days after the requested want date. • If you need to change the market class indicator between CWB and non-board grains. No fee will apply at any time. <p>A fee will apply:</p> <ul style="list-style-type: none"> • If you reduce or cancel your car order prior to railcar placement at your facility. • If you change the destination corridor or origin after CN has confirmed your grain car order. • If cars are billed to a destination corridor different than your order that affects the physical handling of a railcar to destination, fees listed under Item 12000 will apply. 	<p>\$100 per railcar</p>

BALANCED PERFORMANCE INCENTIVES – WESTERN CANADA GRAIN	Item 5700
<p>Confirmed orders not supplied on time:</p> <ul style="list-style-type: none"> • When we cannot provide you with the railcars for the orders we have confirmed for service in a week by the following Tuesday 23:59 local time, we will apply a \$100 service credit to your account. <p>We reserve the right to delay the supply of railcars to confirmed orders when cars ordered are not accepted or cars in the destination pipeline have not been or will not be unloaded on arrival, or in events outside of CN’s control. This does not constitute a failure to supply, and the service credit does not apply.</p>	<p>\$100 per railcar</p>

WEEKEND LOADING ADVANTAGE – WESTERN CANADA GRAIN	Item 5800
<p>7-day loading enables us to balance the demand for railroad assets and resources more evenly by day of week and to provide a more consistent and reliable service to you. The Weekend Loading Advantage provides Western Canadian grain elevator operators that ship CN-supplied covered hopper railcars to the ports of Vancouver, Prince Rupert, Thunder Bay, Montreal and Quebec City with incentives to load and provide shipment instructions on a 7-day basis.</p> <p>Railcars placed, loaded and released on weekends:</p> <ul style="list-style-type: none"> • If you load all empty railcars we place on the weekend after 17:00 local time Friday and provide us with complete and accurate Bill of Lading on the weekend (Saturday or Sunday, or Monday if a statutory holiday), we will apply a \$30 incentive credit to your account. 	<p>\$30 per railcar</p>

Ordering Railcars

Railcars ordered and released not used/Released railcars not available to pull

Sometimes a change in plan cannot be avoided

When an empty railcar arrives at destination or is ordered for loading, and is available, actual or constructive placement is

performed, and the railcar is then released without being loaded, it is classified as a “railcar ordered and released not used.”

RAILCARS ORDERED AND RELEASED NOT USED		Item 6000
Private railcar	<p>No fee for railcars released as revenue-generating empty movements (waybilled under contract or tariff or as an intra-terminal or inter-terminal switch).</p> <p>A switch fee is applicable when:</p> <ul style="list-style-type: none"> a) A railcar is released from storage to a local industry and CN does not participate in the subsequent revenue movement from that industry. b) A railcar is released from storage and redirected to another location (i.e., it is not switched from storage to a local industry for loading) under mileage equalization tariffs RIC 6007 and CN 6544. This switch from storage is work that we perform for you above and beyond that defined under mileage equalization. 	<p>\$395 plus asset use fees</p> <p>Responsibility: party providing the instructions</p>
Railway-provided railcar	<p>No fee is applicable if the railcar is rejected and found to be unsuitable for loading.</p>	<p>\$395 plus asset use fees</p> <p>Responsibility: party providing the instructions</p>

RELEASED RAILCARS – NOT AVAILABLE TO PULL	Item 6100
<p>If the railcar has been released by the shipper but – for a reason attributable to the shipper – is not available at the time of the pull (your gate is closed, and we cannot reach the railcar, for example).</p>	<p>\$160 per railcar plus asset use fees</p> <p>Responsibility: shipper</p>

Asset Use

Extended use of railroad-provided cars

When you must exceed the time we provide for loading and unloading

Efficient asset utilization benefits you by increasing the availability of railcars. Railcars that do not move cause yard congestion, reduce overall fleet velocity and carrying capacity for all of our customers, and directly impact the level of service we are able to provide.

Our linehaul rates include the movement of your shipment from origin to destination and include time or “credits” for loading and unloading cars. If you load or unload cars in less than the allocated time, you may use the remaining credits to offset “debits” (asset use time) during the period. Extended asset use fees are assessed when net debits exceed credits during a service period.

For billing purposes, a service period is one week. Asset use time starts at 00:01 after: placement or notification of constructive placement; notice of availability, or “hold” or notice of being held. On the occasions where we are unable to deliver the railcars as requested, and as a result you must exceed the amount of time we provide for loading and unloading, we will work with you to make it right. It’s part of our commitment to customer service, continuous improvement, and “doing the right thing.”

From time to time, you may need to use our railcars for a longer period of time. In that case, we can provide you with the use of our equipment, for a fee. Credits are allocated as follows:

Note: January 1, 2009, CN increased its fees for Extended Asset Use by \$30 per railcar, per day for the Vancouver area.

AT LOADING	Item 9000
<p>Loading: 1 credit</p> <p>Want Date for empty railroad-provided railcars (at loading)</p> <p>The Want Date is the date you request a specified number of railcars to be placed on your siding for loading (and may be fulfilled by CN any time between 00:01 and 23:59 that day).</p> <p>There are four types of exceptional placement of empty railcars at loading:</p> <ul style="list-style-type: none"> • Early Placement: When we place railcars at your site earlier than your Want Date, CN’s automated system will credit you for the early placement, and asset use time will not start until 00:01 the day after your Want Date. • Late Placement: When we place railcars later than your Want Date, CN’s automated system will credit you for the late placement, and asset use time will not start until 00:01 the day after your next Want Date. • Bunching: When we place more railcars than ordered earlier or later than your Want Date, CN’s automated system will credit you, and asset use time will not start until 00:01 the day after your next applicable Want Date on each car. • Placing railcars outside of regular switch service: When we place empty railcars on your Want Date but later than your regular switch service (as defined on CN’s website), we will automatically provide you with extra credits per car, up to the end of your next switch window. If there is not a next assignment scheduled, two extra credits per car will be provided. <p>You can always provide feedback before an extended asset use bill is issued by using CN’s Asset Use eBusiness tool, available at www.cn.ca.</p>	<p>\$87 per railcar, per day</p>

AT UNLOADING	Item 9050
<p>Unloading: 2 credits</p> <ul style="list-style-type: none"> • Asset use time will not start until 00:01 the day after the car’s actual placement or after your next scheduled service window - once the car has reached the yard servicing your location (whichever comes first). • When we place your railcars later than your regular switch service (as defined on CN’s website), we will automatically provide you with extra credits per car, up to the end of your next switch window. If there is not a next assignment scheduled, two extra credits per car will be provided. 	<p>\$87 per railcar, per day</p>

RAILCARS HELD EN ROUTE OR AT THE CUSTOMER'S REQUEST		Item 9100
Railcars that must be held (for example, en route):	0 credits	\$87 per railcar, per day

CUSTOMER-ASSIGNED POOL STORAGE (EMPTY RAILROAD-PROVIDED RAILCARS)		Item 9500
<p>Customer-assigned pools consist of railway-provided railcars (not private cars) that we have agreed to operate and hold in an assigned pool. Customer-assigned pools of railroad equipment are not the most efficient in terms of asset utilization, and many customers have transitioned to our standard fleet distribution and car order program to enjoy the benefits of increased railcar availability and streamlined railcar cycles.</p> <p>Please note that when ordering from a customer-assigned pool of railcars, you must order cars generically by pool number and not by specific car number.</p> <p>At the origin loading location or at the servicing yard, empty railcars will be held from the time the notice of availability is given until the railcar is ordered-in, actually placed or removed from the pool.</p> <p>Loading: 2 credits</p> <p>Railroad car loading asset use fees (Item 9000) apply following placement.</p> <p>Exception: To meet customs requirements, empty auto parts boxcars and empty frame flat cars (with loads) are classified as loads when placed for loading at a customer's site. Railcars in these assigned pools will be allocated 3 credits.</p>		\$82 per railcar, per day

PRIVATE EMPTY RAILCARS – LOADING ON A CN TEAM TRACK R		Item 9400
Free Time: Up to 24 hours		
Fee for railcars loading on a CN Team Track:		\$50 per railcar, per day

PRIVATE LOADED RAILCARS (NOT CONTAINING DANGEROUS GOODS/HAZARDOUS MATERIALS) – UNLOADING ON A CN TEAM TRACK R		Item 9450
Free Time: Up to 48 hours		
Fee for railcars unloading on a CN Team Track:		\$50 per railcar, per day

Important notes and definitions

Asset use time: Asset use time starts at 00:01 after:

- Placement or notification of constructive placement
- Notice of availability

or

- Hold or notice of being held

For a loaded car that has been constructively placed, relief is provided from the order-in date (the date of scheduled service delivery) until the car is actually placed.

Asset use time stops at loading when CN receives forwarding instructions and it stops at unloading when CN receives notice from the consignee that the car is empty and available.

Asset use responsibility: Asset use fees will be assessed to, and payment will be the responsibility of:

- The shipper at origin
- The consignee at destination or en route

or

- Any other third party mutually agreed to in writing with CN to accept responsibility for all asset use charges

Exception: In circumstances where the consignee is misidentified in the shipping documents or is located outside Canada or the U.S., the shipper will bear the responsibility for payment of the asset use fees incurred.

Actual Placement: Actual placement is defined as placement of a railcar on the track of the shipper or consignee, or third party (“care of”), or team track.

Constructive Placement/Notification: Constructive Placement and Notification are industry terms for railcars held on our tracks either on request, or when they cannot be accepted for/on delivery.

Note: On eBusiness, these events will always be indicated as “Notified” - indicating that a notification is sent.

Railcar Release/Railcar Order-in: All notifications of railcar release or railcar order-in must be made using our eBusiness tools available at www.cn.ca/ebusiness. Notification must include the railcar initial and number, date, time and any other relevant information.

Credits: Credits have no monetary value and are not carried over to a future service period.

Service period for billing purposes: One calendar week.

Want Date for empty railroad-provided cars: The Want Date is defined as the date the order party requires the specified number of railcars to be placed on their siding for loading (and may be fulfilled by CN any time between 00:01 and 23:59 that day). Western Canadian Grain traffic will use the planned service date for any extended asset use calculation due to the non-scheduled service for this business.

Asset Use

Private railcars on CN track

When you must exceed the free time that we provide

Fluidity in our yards is essential to 90%+ on-time service and efficient local service. To achieve it, we carefully manage the accumulation of surplus railcars in our yards.

When you need to store your private equipment, many options are available to you, in addition to those offered by CN. You could construct additional capacity at your own site to store your leased/owned cars, store your cars with shortlines (many of our

partners offer this service), or store with third parties or industries offering storage services. If you can right-size your fleet to a lower level, this will also save you costs. If none of these are viable options, consider taking advantage of the optional service to use CN tracks and yards to park your equipment (if available) for a fee. Of course you can avoid these fees simply by asking that railcars be placed on your track upon arrival, or as soon as the space is available.

Note: January 1, 2009, CN increased its fees for the optional storage of private railcars by \$30 per railcar, per day for the Vancouver area.

PRIVATE LOADED RAILCARS NOT CONTAINING DANGEROUS GOODS/HAZARDOUS MATERIALS R C	Item 9200
Free Time: Up to a maximum of 48 hours at destination, 0 hours otherwise (for example, en route) Fee includes switching to/from tracks where the railcar is being held, prior to being placed for unloading.	\$50 per railcar, per day
Note: For asset use purposes, private loaded cars containing elevated temperature asphalt (STCCs 4961605 or 4961619) will be treated as loaded cars not containing Dangerous Goods/Hazardous Materials.	

PRIVATE LOADED RAILCARS CONTAINING DANGEROUS GOODS/HAZARDOUS MATERIALS I	Item 9250
No free time Fee includes inspection by CN, based on regulatory guidelines.	\$140 per railcar, per day \$1,100 per railcar, per day (Inhalation Hazards Materials – PIH/TIH)

PRIVATE EMPTY RAILCARS R	Item 9300
Private empty railcars held on CN tracks prior to being placed for loading. 0 credits <ul style="list-style-type: none"> • Locations with scheduled service: Asset use time will not start until 00:01 the day after the car’s constructive placement. This calculation is only started once the car has reached the yard servicing your location and after your next scheduled service window. • Locations with no scheduled service will be given 2 extra credits from the car’s constructive placement date. • After you advise CN that you are unable to take the empty railcar into your facility, we may need to hold it for staging at a yard other than the one servicing your location. No free time will be provided in such cases. Fee for railcars held on CN track include switching to and from tracks where the railcar is being held.	\$50 per railcar, per day Responsibility: party responsible for the railcar (shipper, consignee, owner or lessee)
Note: If you enter into a storage agreement with CN, the asset use fee will be assessed only when the specified storage capacity is exceeded. Your Account Manager is your contact for storage agreements. Liability: CN assumes no responsibility for any damage, loss or injury to the stored railcar(s) or its/their contents, except to the extent caused by the negligence or intentional acts of CN.	

LOCOMOTIVES OR RAILCARS MOVING ON OWN WHEELS R	Item 9350
Customer locomotives or railcars can be shipped as freight under a linehaul revenue bill. A fee applies when we hold your equipment for you on our track before or after its linehaul revenue move.	1 credit \$50 per railcar, per day (customer-supplied locomotives or railcars)

Switching

Optional switching services

When you need switching services in addition to the service we include

Switching services related to the pick-up and delivery of railcars at your plant for loading or unloading are included in the cost of your linehaul shipment. There may be times when you require additional switching services – for example to have railcars moved within your plant, or turned for loading or unloading.

You have the option of hiring a third party contractor to perform your in-plant switching, or acquiring a Trackmobile, a locomotive or a car puller and have your own employees move your railcars. You may decide to take advantage of CN's optional services and have our crews and local locomotives perform the work for you.

<p>INTRAPLANT SWITCHING - ADDITIONAL SWITCHING AT YOUR LOCATION I</p>	<p>Item 13000</p>
<p>There is no fee for the initial placement or pick-up of railcars at your location. If you require an additional switch within your plant (<i>intraplant switch</i>), a fee will apply.</p>	<p>\$195 per railcar Responsibility: party requesting the switch</p>
<p>SWITCHING AT YOUR LOCATION INCIDENTAL TO PICK-UP AND/OR DELIVERY I</p>	<p>Item 13100</p>
<p>If it is necessary to switch empty or loaded railcars on your track in order to remove or place loaded or empty railcars on the same track, incidental to the normal service in picking up/delivering your railcars.</p>	<p>\$39 per railcar Responsibility: party for whom railcars are being placed or removed</p>
<p>OPTIONAL SPECIAL SWITCH AND SPECIAL TRAIN SERVICES I</p>	<p>Item 13200</p>
<p>Your best option is to use our cost-effective, regularly scheduled service. However, when you have a very urgent requirement, and request special switch or train services that are beyond our regularly scheduled services, we will do our best to accommodate you. To help us serve you, please provide your request in writing - a minimum of 24 hours in advance - so that we can plan the service, allocate the necessary resources, and confirm that we are able to meet your request.</p>	<p>Responsibility: party requesting the switch</p>
<p>Special switch fee. Cancellation fees:</p> <ul style="list-style-type: none"> • When cancelled more than 24 hours prior to service. • When cancelled less than 24 hours prior to service. 	<p>\$395 per hour (minimum: 8 hours) \$735 \$3,000</p>
<p>Special train fee. Cancellation fees:</p> <ul style="list-style-type: none"> • When cancelled more than 24 hours prior to service. • When cancelled less than 24 hours prior to service. 	<p>\$118 per mile (minimum: 100 miles) \$2,700 \$10,700</p>
<p>Exception: These fees do not apply to special train or special switch services for the movement of dimensional loads, which require special pre-clearance, use a pre-determined route and move under special handling conditions. Fees for dimensional loads are governed by their specific rate publications.</p>	
<p>TURNING RAILCARS FOR SAFE UNLOADING OR LOADING AT YOUR REQUEST D</p>	<p>Item 13300</p>
<p>When you ask us to turn a railcar for loading or unloading, additional switching will be required to position the railcar, and a fee will be applied for turning a railcar outside of the plant. Exceptions: No fees apply to commodities moving in staggered-door boxcars, bi-levels, and tri-levels.</p>	<p>\$435 per railcar Responsibility: party for whom railcars are being placed or removed</p>

Diversions

Optional railcar diversion

A last-minute change of plan

A diversion is defined as any change in the way we handle a railcar once the Bill of Lading is entered in our system, and the railcar has been pulled from your siding.

That might be a change in the consignee, a change in routing – even a change in destination. Each request is evaluated individually, and we will always try to accommodate your needs.

DIVERSION SERVICE	Item 12000
<p>If you request a change in the paperwork (shipper, consignee, “care of” party or pay status) or if you request a change in destination or route.</p> <p>A diversion involving a unit train or a large railcar block diversion, or a diversion of grain railcars shipped under one lot number.</p>	<p>\$135 per loaded railcar plus any other Optional Services required in order to carry out your request (including switching and asset use fees)</p> <p>No fee for an empty railcar</p> <p>\$2,080 per block or train plus any other Optional Services required to handle the train or block in order to carry out your request (including switching and asset use fees)</p> <p>Responsibility: party requesting the diversion</p>
<p>If the diversion is “out of route,” a new Bill of Lading is required, and new linehaul freight rates will be established and billed accordingly.</p>	
<p>Diversion requests will be accepted in writing only, via email or fax:</p> <ul style="list-style-type: none"> ▪ For loads and revenue empty movements: From the payer of freight ▪ For non-revenue empties: From the lessee or owner of private equipment, shipper, and consignee 	

Weighing

Optional weighing service

Another measure of our commitment to safe handling

If you choose to have us weigh your shipment, we can provide this optional service – for a fee – at certain locations, using a

CN-owned scale. Strictly speaking, we do not need the shipment weight to invoice your shipment - as we price per car. Simply make your request for weighing service using our eBusiness tool “Shipping Instructions” at www.cn.ca/ebusiness or via EDI.

OPTIONAL WEIGHING SERVICE D C	Item 11000
<p>Weighing the railcar on a railroad scale (if available in your area).</p> <p>Note: The weight of your shipment is subject to verification by CN or our partner railroads.</p>	<p>\$250 per railcar plus any other Optional Services required (including switching, asset use fees and any other applicable tariff)</p> <p>Responsibility: shipper or party requesting the service</p>

Loading and Unloading

Services to correct unsafe, overloaded or improperly loaded railcars

Making it right

A railcar is considered overloaded when it exceeds the railcar weight or track weight limits related to the route that the shipment will take. An improperly loaded railcar is one that has an improperly secured load, an uneven or unbalanced load, or a load that has shifted.

Overloaded or improperly loaded railcars may be deemed unsafe to move forward if we consider that they may cause an accident or a derailment. Safety is our top priority when we move your shipment – for you and for every community along our network.

MOVING AN OVERLOADED SHIPMENT ON OUR NETWORK	Item 14000
An overloaded railcar may be permitted to move forward if we determine that it can be moved safely. This determination will be made on a case-by-case basis.	\$1,000 Responsibility: shipper name on the Bill of Lading

UNSAFE TO MOVE FORWARD C R	Item 14100
<p>If we determine that a railcar is unsafe to move forward because it is overloaded or improperly loaded, we will work with you to facilitate a weight reduction or load adjustment. This section outlines the process and responsibilities:</p> <ul style="list-style-type: none"> • We provide you with written notice of the overloaded and/or improperly loaded railcar. This includes the railcar number, contents, location, its actual gross weight and the acceptable gross weight. • Within 48 hours of this notification, you must provide us with complete written advice regarding the removal and/or adjustment of the shipment. • The removal, disposal and/or adjustment of the overloaded portion is entirely your responsibility. • If, after 96 hours, you have not provided us with written instructions and initiated the removal of the excess freight and/or adjustment of the shipment, we reserve the right to arrange for the removal and disposal of the overloaded portion of the shipment, and/or adjustment (using CN personnel or third party services). 	
<p>If a railcar is found to be unsafe because it is overloaded or improperly loaded.</p> <p>For repeat offenders, CN may issue an embargo on the pick-up of loads and reserves the right to take further temporary measures such as suspending the supply of CN empty equipment with the aim of reviewing preventive measures with the shipper.</p> <p>This item's tiered fee structure will be reset each calendar year. This rate structure will be applied to each specific customer's shipping location, instead of by company.</p> <p>Responsibility and liability: The shipper named on the Bill of Lading is responsible for all fees, and, in addition, the shipper indemnifies CN from liability for any loss of life, personal injury or damage to property resulting from the overloading or improper loading of railway equipment.</p>	<p>\$200 (first incident) \$1,000 (second incident) \$5,000 (third incident) \$10,000 (subsequent incidents) above includes switch fee</p> <p>Plus - if held for adjustment - asset use fees and the cost of adjusting contents (full cost of CN or third party services) plus a 25% processing fee</p> <p>Responsibility: shipper named on the Bill of Lading</p>

Dangerous Goods/Hazardous Materials

Shipping dangerous goods/hazardous materials

We never compromise safety.

Safety is always our first priority. And we are particularly diligent when it comes to the safe transportation of dangerous goods/hazardous materials.

Although the terminology differs north and south of the border (“dangerous goods” being the term used in Canada and “hazardous materials” being more common in the U.S.), and the rules and regulations vary, both countries have the same objective. It’s one that we wholeheartedly share: to protect

people and the environment from any material which might cause harm.

We adopt the rules and regulations of the Canadian and U.S. governments and regulatory bodies as our own when handling these shipments in our yards, at port facilities, and while in transit on our route network throughout North America.



Partners in Responsible Care®

SECURING LEAKING RAILCARS	Item 15000
<p>Railcars carrying dangerous goods/hazardous materials/environmentally sensitive materials (or railcars containing residue of dangerous goods/hazardous materials/environmentally sensitive materials) found to be leaking or unsafe to move forward may be moved to an isolation track for securement.</p> <p>The cost of securement varies widely, depending on the work involved. Securement fees will be assessed – and invoiced – on a case-by-case basis.</p> <p>With respect to the movement of Dangerous Goods, Hazardous Materials, and Environmentally Sensitive Materials, as those terms are defined on CN’s web site (collectively “Commodities”), the customer shall indemnify and hold CN harmless for all loss, damage or injury due to any release of a Commodity resulting from (i) defects in the customer owned, controlled or leased equipment, (ii) improper loading practices, or (iii) failure to properly close, secure or tender loaded or empty equipment carrying Commodities. Loss, damage or injury shall include all consequential costs and expenses paid or incurred by CN for items such as, but not limited to, reworking of trains, delays to trains, detoured trains, evacuations, administrative expense, governmental fines, assessment or penalties, cleanup and environmental remediation expenses, personal injury and death claims (including FELA), and property damage claims.</p>	<p>\$5,000 including switching & asset use Excludes securement fees</p> <p>Responsibility: shipper named on the Bill of Lading</p>

Government-imposed Fees

Customs-imposed “holds”

Your shipment is held for bond

In the case of a transborder shipment, if Canada or U.S. Customs require that the railcar be held for bond, we must place a hold on that railcar. Security measures designed to improve safety and security at the border drive these hold for bond requests by customs. Acting on your behalf, we co-operate with the authorities when requested.

Holds may be caused by erroneous customs documentation provided by the customer, or its agent, or because of random customs inspections. By ensuring that you provide accurate and complete documentation, you have the capability to avoid the non-random holding of your shipment.

HOLD FEES – FOR CANADA CUSTOMS OR U.S. CUSTOMS AND BORDER PROTECTION (CBP) C	Item 8000
If we are obliged to hold or set-out a railcar for any reason (including compliance, enforcement or random inspection).	\$475 per railcar (includes switching) plus asset use fees and any customs penalties
If the reason for placing a railcar in hold status is due to incomplete or erroneous customs documentation or data quality, an additional hold fee will be assessed.	\$555 per railcar Responsibility: shipper

USDA APHIS fees

Your shipment is subject to a USDA APHIS fee

In the case of a transborder shipment from Canada to the U.S., the U.S. Department of Agriculture’s Animal and Plant Health Inspection Service (APHIS) inspects and levies a fee on every commercial vehicle crossing the border, whether or not it is carrying agricultural products.

We co-operate with the authorities and will pay the fee on your behalf to facilitate a seamless border crossing, then reclaim it from you. **Please note that the railroad physically crossing the border between the United States and Canada is responsible for billing the APHIS fee to its customer.**

USDA APHIS FEES	Item 8100
We are assessing a USDA APHIS fee on your shipment.	\$7.75 US/\$8.22 CDN per railcar Responsibility: payer of freight

British Columbia Carbon Tax Surcharge

Your shipment is subject to the British Columbia Carbon Tax Surcharge

Effective July 1, 2008, the province of British Columbia implemented a carbon tax based on Green House Gas emissions from fossil fuel combustion. This tax is being phased in over four years and is assessed on the diesel fuel consumed by CN to move your traffic in this province.

CN will assess a British Columbia Carbon Tax Surcharge on any traffic that moves in the province of British Columbia under linehaul or haulage service. This surcharge will be adjusted each time the province amends its tax surcharge rate.

BRITISH COLUMBIA CARBON TAX SURCHARGE	Item 8200
In the case that your shipment travels in the province of British Columbia, we are assessing a carbon tax surcharge.	\$14.00 CDN/US per railcar Responsibility: payer of freight

Note: For customers who would like to receive the British Columbia Carbon Tax Surcharge listed on the individual freight invoice (instead of a consolidated monthly invoice), please send an email with your company details to carbon_tax@cn.ca. This surcharge does not cover the portion of the shipment that travels on a shortline railroad in this province. Shortline railroads will assess and collect a separate and additional British Columbia Carbon Tax Surcharge.

Government-imposed Fees

Positive Control of Rail Security-Sensitive Materials (RSSM)

Your RSSM shipment in the United States

Regulations issued from the US Department of Homeland Security's Transportation Security Administration (TSA) on November 26, 2008 provided new requirements for rail carriers, shippers, and receivers of Rail Security-Sensitive Materials (RSSM) shipments. These rules apply to shipments within the United States and the United States portion of trans-border shipments.

The regulations are intended to ensure that rail carriers, shippers, and consignees do not leave railcars containing RSSM unattended, thereby lessening the potential for significant transportation security incidents in the US. The regulations require that for the pick-up of RSSM cars at any location or delivery of RSSM cars in a HTUA, there must be a customer representative present to ensure the proper transfer to, or receipt from, the carrier of the RSSM cars(s) and related documentation.

HTUAs located on the CN network include the cities of: Baton Rouge LA, Buffalo NY, Chicago IL, Cincinnati OH, Detroit MI, Memphis TN, Milwaukee WI, Minneapolis/St. Paul MN, New Orleans LA, Omaha NE, Pittsburgh PA, St. Louis MO, and Toledo OH.

A full listing of RSSM commodities is available at www.cn.ca/en/shipping-prices-tariffs-optional-services.htm

POSITIVE CONTROL OF RAIL SECURITY-SENSITIVE MATERIALS (US ONLY)	Item 8300
<p>The US Department of Homeland Security's Transportation Security Administration (TSA) requires that a customer originating a railcar containing Rail Security-Sensitive Materials (RSSM) at any location or receiving a railcar containing RSSM at a HTUA must have a representative physically present to ensure the attended transfer of this railcar.</p> <p>If, after appropriate notification, CN arrives to deliver a railcar in a location identified by the TSA as a HTUA and a customer's representative is not present for the required hand-off, CN will be required to return the railcar to a Rail Secure Area on its network and arrange for its delivery at a later time</p> <p>If, after appropriate notification, CN arrives to pick up a railcar and a customer's representative is not present for the required hand-off, CN will be required to switch out the car from the pick-up track and leave it behind. The fee under CN 9000's Item 6100 (Released Railcar – Not Available to Pull) will apply.</p>	<p>\$500 per railcar plus any other Optional Services required (for example, intra-terminal switching and storage fees for private loaded railcars containing PIH/TIH materials)</p> <p>Responsibility: party for whom railcars are being placed</p>

Billing

Our 21/21/21-day billing guarantees

The paperwork is handled “just in time” too

We commit to billing you for an optional service within 21 days, or that service is free. If you believe there is an error in your invoice, simply register your dispute (using our eBusiness tool, eBill) within 21 days. If we do not respond within 21 days, your dispute will be accepted as received.

We make these billing guarantees because we know that timely and accurate billing are important to running an efficient business. We’re constantly working to improve our efficiency in every area of the billing process. But mistakes will happen from time to time. When they do, we will work with you to make it right. It’s part of our commitment to customer service, continuous improvement, and “doing the right thing.”

BILLING – ON TIME

If we should bill you after 21 days of the service completion date, notify us in writing within 21 days of the invoice mailing date and your invoice will be cancelled.

Note: The “service rendered completion date” for most services is the date of the service. However, for extended asset use, storage service and railcar order guarantee, the completion date is the date representing the end of the normal billing cycle. An invoice's supporting documentation is not covered under this billing guarantee.

Exceptions:

- If CN and the customer have entered into a separate billing agreement.

If the consignee is misidentified on the Bill of Lading requiring the re-invoicing of the extended asset use charges to the shipper.

When you have a change of contact (or need us to correct the address for an existing one), it is your responsibility to notify us by email at OS_invoice_address_change@cn.ca or by fax at 514-399-4624. We will make your contact change within five business days.

Simply provide the name of your company, location and patron number (as that information currently appears on our invoices to you), together with the last invoice number. We would then require the new contact coordinates: mailing and email addresses and phone numbers.

Detailed information on making a change of address is available at www.cn.ca/osaddresschange.

eBILL DISPUTES – ON TIME

One of our key objectives is to provide you with prompt and accurate billing. On the occasions when you believe there has been a billing error, we strive to make it as easy as possible for you to inform us, so we can address the issue quickly and effectively. To be eligible for this guarantee, you must use our eBusiness tool, eBill (available on our website) and register your dispute within 21 days of the invoice date. Simply log on to www.cn.ca, then, from eBill, using the Dispute Invoices screen, provide the details of any billing error.

GUARANTEED ON TIME RESPONSE TO eBILL DISPUTES

As outlined above, you must use the eBusiness tool, eBill, to be eligible for our guarantee. We then commit to providing a response to your disputed invoice within 21 days following the receipt of details of the original billing dispute. If we do not, we will accept your eBill dispute as received and correct your invoice accordingly.

Regulations

CN Tariff 9000-Series is applicable at points on CN in North America.

Canadian National Railway Company is issuing this tariff in its own name and for and on behalf of Grand Trunk Western Railroad Incorporated (GTW), Duluth, Winnipeg and Pacific Railway Company (DWP), Illinois Central Railroad Company (IC), Chicago Central & Pacific Railroad Company (CC), Cedar River Railroad (CEDR), Wisconsin Central Limited (WC), Algoma Central Railway Inc. (AC), Sault Ste. Marie Bridge Company (SSAM), Wisconsin Chicago Link (WCCL), The Pittsburgh & Conneaut Dock Company, BC Rail Partnership (BCOL), Duluth, Missabe and Iron Range Railway Company (DMIR), Bessemer and Lake Erie Railroad Company (BLE), Elgin, Joliet and Eastern Railway Company (EJE), and these companies doing business under the name of and collectively referred to as CN.

Currency: All charges are assessed in the currency of the country in which the chargeable event occurs unless specifically published.

“CNC 6000” means CN Freight Classification CNC 6000 and the term **“UFC 6000”** means Uniform Freight Classification UFC 6000 series.

Standard Carrier Liability will apply, except as specified in individual tariffs and contracts. This includes publication such as siding agreements, storage tariffs, etc.

Station List: This tariff is governed by the **“OFFICIAL LIST OF OPEN AND PREPAY STATIONS,”** OPLS 6000 series.

Capacities: For marked capacities, lengths, dimensions and cubic capacities of railcars, please see **“Official Railway Equipment Register,”** STB RER 6412 series,

R. E. R. Publishing Corporation, Agent. For gallon capacities of tank railcars, see tariff WTL 6300 series.

Cars Being Held for Unpaid Freight or Optional Services Charges: It is the Customer’s responsibility to ensure payment is made for all services in advance or on a timely basis thereafter consistent with credit arrangements and applicable tariffs or contracts.

Pursuant to applicable law, CN may place traffic in **“Hold Status”** under the following circumstances:

- i) When traffic in transit is chargeable to a customer without credit privileges remains unpaid, CN may hold cars pending the receipt of payment (or security guaranteeing payment) for such traffic.
- ii) In the event of the non-payment for ninety (90) consecutive days of outstanding extended asset use charges accruing at a particular customer location, and such unpaid extended asset use charges are not in bona fide dispute pursuant to CN’s dispute resolution policies provided in this tariff, CN may thereafter withhold the delivery of cars at such customer location pending the payment of any accumulated extended asset use charges owed for such cars.

Until payment is secured, any car so held will remain in Hold Status and continue to accumulate extended asset use charges at the applicable CN Optional Service tariff rate. All applicable charges will be assessed and invoiced at the time of release from Hold Status and will be immediately payable prior to the car’s release.

Cars placed in Hold Status may cause congestion at the location where the cars are being held. In order to relieve congestion, CN may remove such cars to an alternate location for storage until the customer’s payment is received and applicable switching charges may be assessed for such relocation.

Dangerous Goods/Hazardous Materials means any commodity listed in any or all of the following: The Canadian Transportation of Dangerous Goods Act and Regulations; Title 49 CFR of the United States Code of Federal Regulations;

The International Maritime Dangerous Goods Code (IMDG); Class A, B, and C explosives named in Part 172 commodity list; Tariff BOE 6000 series; all hazardous materials requiring the use of four-digit identification numbers on the shipping document, placards or panels as named in Section 172.101, Tariff BOE 6000 series; all bulk shipments, or shipments in containers which exceed 110-gallon capacity of hazardous materials, substances or wastes, as described in the Directory of Hazardous Materials Shipping Instructions.

Dangerous Goods Bridging Canada: Any shipment which originates outside of Canada and travels through Canada en route to its final destination outside of Canada. Bridging shipments of dangerous goods that have an ERAP index listed in Schedule 1, Column 7 of the Canadian Transportation of Dangerous Goods Regulations will not be transported by CN unless they are accompanied by an Emergency Response Assistance Plan (ERAP) approved by Transport Canada. The Dangerous Goods Shipping Document must show the ERAP number and the ERAP telephone number to call, should the ERAP need to be activated immediately. To determine if a commodity (load and residue) is subject to ERAP, see Transport Canada’s web page (www.tc.gc.ca/tdg/clear/schedule1form.asp).

Force Majeure: The term **“Force Majeure”** shall include Acts of God (including flood, earthquake, storm, hurricane or other natural disaster, as well as specific incidents of exceptional adverse weather conditions, which are materially worse than those typically encountered in the relevant places at the relevant time of year), act of public enemy, war, insurrection, terrorism, authority of law, embargo, fire or explosion, lock-out, strike or other labour dispute, derailment, or an unforeseeable circumstance beyond the control of the parties against which it would be unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts, provided, however, that lack of finances on the part of either party shall not be deemed to be a cause beyond a party’s control. For greater clarity, nothing in this definition shall require either party to settle any labour dispute or make any agreement affecting labour, which in its judgment is not compatible with its best interests.

Neither CN nor any customer shall be liable for any failure to perform any of their respective obligations while such performance is prevented or delayed by any cause or condition of Force Majeure. Any party seeking to invoke Force Majeure for relief shall notify the other party by any reasonable means as soon as reasonably practicable following the date of commencement of a Force Majeure event and shall similarly notify the other party within a reasonable time following the end of a Force Majeure event. Upon request of the unaffected party, the invoking party shall submit to the other party all relevant information concerning the nature of the Force Majeure event and of its effect upon the performance of the invoking party’s obligations.

Notwithstanding any other provisions and except as provided for in the below section, Force Majeure cannot be invoked for relief from either party’s obligations with respect to the payment of money.

Any relief accorded for Force Majeure shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure event and such relief shall be conditional upon the invoking party making all reasonable efforts to mitigate or limit any resulting damage to the non-invoking parties.

Claims for relief from Extended Asset Use fees based on the following conditions may be submitted to CN in writing and state fully the conditions for which relief is claimed. Claims must identify railcars by number and be submitted to the railroad within 21 calendar days in connection with the following conditions: If it is impossible to load, unload, receive, or make railcars available to the railroad because of strike, lock-out or other labour interference (**“labour disruption”**) at the point where loading or unloading is to be accomplished, the resulting Asset Use fee charges will be waived for the days that the railcar is held during the period of strike interference, provided the railroad is notified within 48 hours after such labour disruption begins. No relief will be

allowed for inbound railcars when waybills are dated four (4) days or more after the beginning of the labour disruption. When any other Force Majeure event lasting in excess of two (2) days make it impossible for the shipper, consignee or unloader to load, unload, receive or make railcars available to CN, the Asset Use fees that accrue as a direct result will be adjusted. If, through a CN error, improper charges are assessed, such charges will be corrected.

Fumigation of Grain in Railcars - Prohibited in Canada: Harmful concentrations of fumigant gases and fumigation devices in railcars are potentially dangerous to the public, grain handlers, and railroad workers. Because of this, the fumigation of grain, agricultural or food products in railcars to be handled on CN rail lines or by CN on other lines, in Canada, is strictly prohibited. For grain fumigated in railcar without written authorization from CN, the shipper will be assessed a \$10,000 fee, plus any applicable Optional Services required. The shipper will be held fully liable for any damages to equipment, lading, property or person which might occur as a result of such contravention. The shipper will also be liable for any resulting penalties or fines.

Incorporation: Any contract or other tariffs referencing or incorporating CN 9000 series tariffs and CN 9000 item numbers shall be deemed to reference or incorporate the new tariffs referred to above or relevant numbers thereof, as the case may be, as such tariffs may be further amended from time to time.

Public Delivery on Team Tracks, including loading/unloading platforms and other structures, are available for use by CN customers for non-hazardous commodities only on a shared usage basis, at the sole cost, risk, and expense of the customers using these facilities.

Customers agree to indemnify, defend and hold CN harmless from all claims, costs, and expenses, and assume all risk, responsibility and liability for death, personal injury, or property damage arising from, related to, or in any manner caused by, in whole or in part, the use of these facilities. CN will not permit hazardous or dangerous commodities to be loaded or unloaded at public delivery or team tracks. This includes shipments as described in the Directory of Hazardous Materials Shipping Instructions.

Unauthorized Use of Railcars: After the original freight from a shipment has been unloaded from a railcar, it is strictly forbidden to reload the railcar without written authorization from CN.

Summary of revisions and amendments

Item	Application	Issued date	Effective date	Action
9200; 9300-9450	Items 9200; 9300-9450	November 1, 2010	January 1, 2011	R Decrease to these items' fees - effective January 1, 2011.
9200 (page 10)	Private Loaded Railcars Not Containing Dangerous Goods/Hazardous Materials	November 1, 2010	January 1, 2011	C A clarification was made to this item's text concerning private loaded cars containing elevated temperature asphalt (STCCs 4961605 or 4961619).
9250 (page 10)	Private Loaded Railcars Containing Dangerous Goods/Hazardous Materials	November 1, 2010	January 1, 2011	I Increase to the item's fee for private loaded railcars containing Inhalation Hazards Materials (PIH/TIH) - effective January 1, 2011.
13000-13200 (page 11)	Items 13000-13200	November 1, 2010	January 1, 2011	I Increase to the items' fees - effective January 1, 2011.
13300 (page 11)	Turning Railcars for Safe Unloading or Loading at Your Request	November 1, 2010	January 1, 2011	D Removal of the fee for 'Turning a railcar within the customer plant'. As of January 1st, if this service is requested and performed by CN, it will be billed as an Intraplant Switch (Item 13000 on Page 11).
11000 (page 12)	Optional Weighing Service	November 1, 2010	January 1, 2011	C D Removal of the fee for 'Weighing a railcar on a private scale (at the customer site)'. As of January 1st, if this service is requested and performed by CN, it will be billed as an Intraplant Switch (Item 13000 on Page 11). A clarification was made to this item's text.
7100	Unloader Releasing a Railcar Not Suitable for Loading	November 1, 2010	January 1, 2011	D Removal of this item from CN 9000.
14100 (page 13)	Unsafe to Move Forward	November 1, 2010	January 1, 2011	C R A clarification was made to this item's text; the item's fee threshold has also been adjusted.
8000 (page 15)	Hold Fees – For Canada Customs or U.S. Customs and Border Protection (CBP)	November 1, 2010	January 1, 2011	C A clarification was made to this item's text - as of January 1st, the railcar's shipper will be responsible for this item's fees.

Legend :

Future editions of this tariff utilize these reference marks :
A addition, **C** change, **D** deletion, **I** increase, **R** reduction

Effective January 1, 2011

Tariff CN 9000-M, issued November 1, 2010 by Manager, Optional Services, CN, P.O. Box 8100, Montreal, QC H3C 3N4