

PUBLIC SWITCHING RATE WAIVER MVRY SW 80000-2 CUSTOMER: ALL MVRY CUSTOMERS

EFFECTIVE: May,1 2024 EXPIRES: April 30, 2025 RATE: \$600 Per Car for outbound switch (includes cherry picking that will apply on every car) EQUIPMENT: See Appendix A NOTES:

- Switching Charges are NOT subject to a Fuel Surcharge.
- Covers combined rates for outbound switch rates to car owners who have requested cars to move off MVRY.

GENERAL RULES

This will serve as a switching rate waiver (the "Waiver") by the The Mahoning Valley Railway Company ("RAILROAD") for the benefit of All Railroad Customers ("Customer") and covers a reduction in the rate for outbound switching.

Any switching charges from connecting roads will be in addition to those of the Railroad.

This Waiver shall become binding on the parties upon acceptance by the Customer. Customer may accept the terms and conditions of this Waiver either by written notice to Railroad, or by the tender of rail cars for the switching services in accordance with the terms herein.

Additionally, it is acknowledged and agreed to by the parties that except for the rate set forth herein, the switch services described in this Waiver as well as any services not covered by this Waiver, are subject to the rules and provisions of The General Tariff 70067-series, as such tariffs may be amended, supplemented, modified or superseded from time to time.

Except when in conflict with the other provision of this Waiver, shipments of Commodity(ies) tendered for transportation hereunder shall be governed by tariffs, exempt circulars, rules, regulations, classifications, that would govern the rights and obligations of the parties if this Waiver did not exist, except that no diversion, reconsignment or transit privileges will be permitted.

This Waiver can be cancelled by either party upon 30 days written notice and tariff terms and rates shall apply to all switching performed by Railroad thereafter.

Customer shall not disclose either the existence or terms of this Waiver to any third party without the written consent of Railroad.

LOSS OR DAMAGE

No claim for physical loss or damage to any one shipment transported hereunder shall be made or filed by Customer for amounts of \$250.00 or less. Any claims should be filed with the destination Carrier.

Commercial Support Department (on behalf of MVRY) 13901 Sutton Park Drive South, Suite 270 Jacksonville, FL 32224 <u>Commercial.support@gwrr.com</u>



a Genesee & Wyoming Company

APPENDIX A

Equipment	
Car In	Car Nbr
AOKX	480626
AOKX	480826
AOKX	480851
AOKX	480898
AOKX	481080
AOKX	481715
AOKX	481718
AOKX	481743
AOKX	481747
AOKX	481772
AOKX	481826
AOKX	481831
AOKX	481850
AOKX	481883
AOKX	482070
AOKX	482073
AOKX	482103
AOKX	482942
AOKX	482954
AOKX	482966
AOKX	482972
AOKX	483094
AOKX	483101
AOKX	483809
AOKX	483835
AOKX	483915
AOKX	483917
AOKX	483928
AOKX	496694
AOKX	496703
AOKX	497770
AOKX	499187
AOKX	499255
AOKX	499306
AOKX	499527

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306779
315824
300154
300173
304001
304002
304788
304835
304842
312844
221282
808207
808208
808233
808351

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