



a Genesee & Wyoming Company

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

EFFECTIVE: May 1, 2023

EXPIRES: April 30, 2024

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the rules and provisions of The General Tariff 70067-series, as such tariffs may be amended, supplemented, modified or superseded from time to time.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
Commercial.support@gwrr.com



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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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CBFX	306779
CBFX	315824
CEFX	300154
CEFX	300173
CEFX	304001
CEFX	304002
CEFX	304788
CEFX	304835
CEFX	304842
CEFX	312844
CITX	221282
FURX	808207
FURX	808208
FURX	808233
FURX	808351
TILX	333197
TILX	333260
TILX	334137
TILX	334285
TILX	336485
TILX	336765
TILX	336808
TILX	336822
TILX	336823
TILX	336852
TILX	336857
TILX	336877
TILX	336894
TILX	336898
TILX	337050
TILX	337056
TILX	337092
TILX	337114
TILX	337146
TILX	337155
TILX	337169
TILX	337170
TILX	337171
TILX	337185
TILX	337189
TILX	337194
TILX	337236

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