

**FT DRIR 8000-B
(Cancels FT DRIR 8000-A)**

DENVER ROCK ISLAND RAILROAD

FREIGHT TARIFF DRIR 8000-B (Cancels Freight Tariff 8000-A)

**NAMING
GENERAL CAR DEMURRAGE RULES AND CHARGES
AND
SWITCHING AND TERMINAL RULES AND CHARGES
APPLYING AT ALL POINTS ON THE
DENVER ROCK ISLAND RAILROAD**

LOCAL TARIFF

This tariff is also applicable on intrastate traffic, except where provided to the contrary in connection with particular items.

ISSUED: July 9, 2009

EFFECTIVE: August 1, 2009

ISSUED BY:

Thomas Z. Mars
President
Denver Rock Island Railroad
3400 East 56th Ave.
Commerce City, CO 80022

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

FREIGHT TARIFF DRIR 8000-B

RULES AND REGULATIONS - GENERAL	RULES AND REGULATIONS - UNLIMITED
<p>ITEM 10</p> <p align="center">REFERENCE TO TARIFFS, ITEMS, NOTES, RULES, ETC.</p> <p>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.</p>	<p>ITEM 50 [A]</p> <p align="center">PAYMENT AND CREDIT TERMS</p> <p>Customer shall be liable for the payment of any and all demurrage and other charges accruing on traffic from, to and at stations on the DRIR. Nothing herein shall limit the right of the DRIR to require at time of movement, shipment or delivery the prepayment or guarantee of such charges. Customer will pay DRIR immediately upon presentation of a bill therefor by the DRIR. The DRIR will not accept shipment from customer, make delivery of shipment to customer, or accept request for any other movement of car without payment or guarantee of all outstanding and current charges, unless customer has entered into an agreement for credit with the DRIR. DRIR reserves the right, at its sole discretion, to cancel the credit of any customer at any time.</p> <p>When cars are held by the DRIR, such cars will be considered constructively placed and subject to demurrage charges in Item 150 of FT DRIR 8000-series when held beyond the free time allowed.</p> <p>On unpaid charges, DRIR 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.</p> <p>DRIR shall be entitled to recover all attorneys fees, costs and expenses incurred by DRIR for the collection of any debt.</p>
<p>ITEM 20</p> <p align="center">METHOD OF CANCELING ITEMS</p> <p>As this tariff is supplemented, numbered items with letter suffixes cancel corresponding numbered items in the original tariff or in a prior supplement. Letter suffixes will be used in alphabetical sequence starting with A.</p> <p>Example: Item 445-A cancels Item 445 and Item 364-B cancels Item 365-A in a prior supplement which in turn canceled Item 365.</p>	
<p>ITEM 30</p> <p align="center">SUPPLEMENTS AND REISSUES</p> <p>When reference is made in this tariff, or supplements, to other publications for rates or other information, it includes "Supplements thereto or successive issues thereof."</p> <p>Where reference is made in this tariff to items, it includes "reissues" of such items.</p>	

For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.

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SECTION 1 CAR DEMURRAGE RULES AND CHARGES	SECTION 1 CAR DEMURRAGE RULES AND CHARGES
<p>ITEM 100</p> <p style="text-align: center;">APPLICATION</p> <p>Except where provided to the contrary, Demurrage Rules and Charges contained herein apply to all railroad owned, leased, or controlled cars and private cars held for or by consignor or consignee for any purpose on railroad tracks</p>	<p>ITEM 120 (Cont'd)</p> <p style="text-align: center;">DEFINITIONS</p> <p>DISPOSITION – Information, including forwarding instructions or release, that allows DRIR to either tender or release the car(s) from the consignor's or consignee's account.</p> <p>EMPTY CARS ORDERED NOT USED – Suitable empty car(s) made available for loading as ordered and subsequently released without being used in transportation service.</p> <p>EMPTY RELEASE INFORMATION – Advice provided by the consignee to authorized DRIR personnel that the car(s) is unloaded and available. This information must include the identity of the consignee, party furnishing information, and the car(s) initial and number.</p> <p>FORWARDING INSTRUCTIONS – Shipping instructions provided at the point of loading that contain all the necessary information to transport the shipment to its final destination.</p> <p>FREE TIME – Cars for loading or unloading will be allowed seventy-two hours free time. Free time for loaded cars begins at the first 0001 hours after the car is constructively or actually placed and notification is given.</p> <p>LEASE TRACK – Track(s) assigned to a user through a written agreement. Lease tracks will be treated the same as private tracks.</p> <p>LOADING – The complete or partial loading of a car(s) in conformity with loading and clearance rules and the furnishing of forwarding instructions.</p> <p>LOADED CARS – A car(s) that is completely or partially loaded.</p> <p>NOTIFICATION – When required, written or verbal notification will be furnished to the parties entitled to receive notice that the car(s) is available for loading, unloading, or otherwise affected by demurrage provisions.</p> <p>ORDER DATE – The date that the consignor requests empty car(s) to be furnished for loading.</p> <p>PARTIAL UNLOADING – The partial unloading of a car(s) and furnishing of the proper forwarding or handling instructions.</p> <p>PRIVATE CAR(S) – A car(s) bearing other than railroad reporting marks that is not railroad-controlled.</p>
<p>ITEM 110</p> <p style="text-align: center;">HOLIDAYS</p> <p>Wherever reference is made to "holidays," it shall mean only the days listed below:</p> <p>New Year's Day – January 1 (See Note 1) Memorial day – Last Monday of May Independence Day – July 4 (See Note 1) Labor Day – First Monday of September Thanksgiving Day – Fourth Thursday of November Christmas Day – December 25 (See Note 1)</p> <p>Note 1 - When this date occurs on a Sunday, the following Monday will be observed as the holiday.</p>	<p>ITEM 120</p> <p style="text-align: center;">DEFINITIONS</p> <p>The following definitions define and govern the provisions outlined in this tariff.</p> <p>ACTUAL PLACEMENT – When a car(s) is placed in an accessible position for loading or unloading, or at a point designated by consignor or consignee.</p> <p>CONSIGNEE – The party to whom a shipment is consigned, or the party entitled to receive the shipment.</p> <p>CONSIGNOR – The party in whose name a car(s) is ordered; or the party who furnishes forwarding instructions.</p> <p>CONSTRUCTIVE PLACEMENT - When a car(s) cannot be actually placed due to any condition attributable to the consignor or consignee, such car(s) will be held on DRIR's tracks and notice will be provided to the consignor or consignee that the car(s) is held awaiting disposition instructions.</p> <p>DEMURRAGE DAY – A twenty-four hour period (calendar day), or part thereof, commencing at 0001 after tender.</p>
<p>(Continued in next column)</p>	<p>(Continued on next page)</p>
<p>For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.</p>	

FREIGHT TARIFF DRIR 8000-B

SECTION 1 CAR DEMURRAGE RULES AND CHARGES	SECTION 1 CAR DEMURRAGE RULES AND CHARGES
<p>ITEM 120 (Cont'd)</p> <p align="center">DEFINITIONS</p> <p>PRIVATE TRACK – Tracks that are not owned or leased by DRIR.</p> <p>PUBLIC DELIVERY TRACK – Track that is open to the general public for loading and unloading.</p> <p>RAILROAD-CONTROLLED CAR(S) – A car(s) bearing other than railroad reporting marks that is either leased or controlled by a railroad.</p> <p>TENDER – The notification, actual or constructive placement, of an empty or loaded car(s).</p> <p>TIME – Local time is applicable and is expressed on the basis of the 24-hour clock.</p> <p>UNLOADING – The complete unloading of a car(s), and the advice received from the consignee that the car(s) is empty and available to the railroad.</p>	<p>ITEM 150</p> <p align="center">DEMURRAGE PLAN AND PRICES</p> <p>Demurrage will be assessed at a rate of \$75.00 per car per day or fraction thereof for all time in excess of seventy-two hours for loading and unloading from the first 0001 after tender until release. Empty cars constructively or actually placed at carrier convenience will not accrue demurrage until forty-eight hours following requested placement date.</p> <p>Demurrage charges will be accrued on all days, except Holidays that fall as the first chargeable day.</p> <p>Settlement of charges will be made monthly on all car(s) released during each calendar month.</p> <p>Unless otherwise advised in writing, demurrage charges will be assessed against the online consignee at destination. [A]</p> <p>Private cars on private tracks will not accrue demurrage. Private cars held on railroad tracks are subject to demurrage charges.</p>
<p>ITEM 130</p> <p align="center">NOTIFICATION TO CONSIGNOR OR CONSIGNEE</p> <p>DRIR will furnish the following notifications as indicated:</p> <p>Cars for Other Than Public Delivery Tracks</p> <ol style="list-style-type: none"> 1. Notice of constructive placement if car(s) are held on DRIR tracks due to reasons attributable to the consignor or consignee. 2. Delivery of car(s) upon tracks of consignee will constitute notice. <p>Cars for Public Delivery Tracks.</p> <ol style="list-style-type: none"> 1. Notice will be given to the party entitle to receive notification when car(s) is actually placed. <p>Notification may be given in writing or electronically, and will contain car initial and number and commodity.</p>	<p>ITEM 160 [A]</p> <p align="center">CLAIMS</p> <p>A Claim must be submitted in writing by Registered Letter to the name and number on the bottom of the freight bill within thirty (30) days from the date that the bill for demurrage is rendered. The conditions for submitting the claim should be fully stated. Any claim not filed within thirty (30) days from the date that the demurrage bill is rendered will be declined.</p> <p>If DRIR fails to respond to a Claim within thirty (30) days from the date that the claim was submitted, DRIR will accept the dispute as submitted and credit the account for the value of the disputed amount.</p>
<p>ITEM 140</p> <p align="center">NOTIFICATION TO DRIR</p> <p>DRIR will accept forwarding instructions, empty release information, or other disposition via fax. Such information is to be faxed to 303-295-0886. The recorded date and time that the instructions are received will govern.</p>	
<p>For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.</p>	

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SECTION 2 SWITCHING AND MISCELLANEOUS CHARGES			SECTION 2 SWITCHING AND MISCELLANEOUS CHARGES									
<p>ITEM 200</p> <p align="center">DEFINITION OF INTRA-PLANT AND INTER-TERMINAL SWITCHING</p> <p>INTRA-PLANT SWITCHING is a switching movement from one track to another track within the same plant or industry, or from one location to another location on the same track within the same plant or industry.</p> <p>INTER-TERMINAL SWITCHING is a switching movement from one track of one carrier to a track of another carrier, when both tracks are within the switching limits of the same station or industrial switching district.</p>			<p>ITEM 240</p> <p align="center">SPECIAL SWITCH</p> <p>Special switches will be provided at \$675.00 per request for the first three hours of switching. Additional special switching hours will be charged at \$225.00 per hour. Requests must be received in writing prior to any special switches being performed. DRIR will review all requests for special switches and will approve or deny such requests depending on railroad availability.</p> <p>For purposes of this item, switching requests that involve pulling and respotting cars in order to extract specific cars otherwise blocked constitute a special switch.</p>									
<p>ITEM 210</p> <p align="center">INTRA-PLANT SWITCHING</p> <p>DRIR will perform intra-plant switching on loaded or empty cars at a charge of \$150.00 per car.</p>			<p>ITEM 260</p> <p align="center">EMPTY CARS ORDERED OR SUPPLIED FOR SPECIFIC DESTINATIONS OR JUNCTIONS</p> <p>Empty cars that are ordered or supplied for specific destinations or junctions that are loaded and billed to travel other than ordered or supplied route will incur a charge of \$500.00 per car. This charge will be assessed by DRIR and is exclusive of any charges assessed by other railroads or the car owner.</p>									
<p>ITEM 220</p> <p align="center">RECIPROCAL SWITCHING</p> <p>The DRIR will perform reciprocal switching between industries located on the DRIR and connections at Denver, CO at charges shown below:</p> <table border="1"> <thead> <tr> <th>COMMODITIES</th> <th>CONNECTIONS</th> <th>CHARGE</th> </tr> </thead> <tbody> <tr> <td rowspan="2">All carload freight</td> <td>BNSF</td> <td rowspan="2">\$3.22 per NT (See Note)</td> </tr> <tr> <td>UP</td> </tr> </tbody> </table> <p>Note: Subject to surcharge of \$125.00 per car, plus Fuel Surcharge of \$27.50 per car, which are in addition to the above charge.</p>			COMMODITIES	CONNECTIONS	CHARGE	All carload freight	BNSF	\$3.22 per NT (See Note)	UP	<p>ITEM 270</p> <p align="center">EMPTY CARS ORDERED NOT USED</p> <p>If DRIR receives a car order for empty cars and such order is canceled after DRIR has applied car(s) to the order, a charge of \$200.00 per car will be assessed to the ordering party.</p>		
COMMODITIES	CONNECTIONS	CHARGE										
All carload freight	BNSF	\$3.22 per NT (See Note)										
	UP											
			<p>ITEM 280</p> <p align="center">CARS ERRONEOUSLY RELEASED</p> <p>A charge of \$150.00 per car will be assessed for loaded cars reported empty or for empty car reported loaded when such errors are noted by DRIR personnel subsequent to the patron releasing cars.</p>									
<p>For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.</p>												

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<p align="center">SECTION 3 HAZARDOUS MATERIALS (Excluding Toxic Inhalation/Poison Hazard Materials (TIH/PIH))</p>	<p align="center">EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS</p>
<p>ITEM 300 [A]</p> <p align="center">HAZARDOUS MATERIALS (Excluding Toxic Inhalation/Poison Hazard Materials (TIH/PIH))</p> <p>The shipper of any hazardous commodity shipped via DRIR shall indemnify DRIR harmless for any an all loss, liability or cost whatsoever that DRIR may incur or be held responsible for, to the extent that such liability is due to, or arising from, defects in 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 40 CFR Sec. 173.31 (b) or mis-identification of commodity shipped.</p> <p>Pursuant to 40 CFR § 174.16, Consignees are required to accept delivery of carload traffic of hazardous materials within 48 hours after notice of arrival has been sent or given to the Consignee. Consignees that anticipate that they will not routinely be able to accept delivery in a timely fashion should make alternative arrangements for storage of cars. DRIR does not hold themselves out to provide storage of cars containing hazardous materials.</p> <p>Explosives are defined as Class A,B, and C Explosives as named in Part 172, Commodity list, Tariff Bureau of Explosives (BOE) 6000-Series.</p> <p>Hazardous Materials are defined as "Hazardous Wastes" and "Hazardous Substances" as named in Hazardous Materials Regulations of the U.S. Department of Transportation in 40 Code of Federal Regulations (CFR) 260 through 263 and 49 CFR 171.8 or successor thereof.</p>	<p>FT - Freight Tariff BNSF - BNSF Railway Company DRIR - Denver Rock Island Railroad UP - Union Pacific Railroad NT - Net Ton</p> <p>[A] - Addition [I] - Increase [NC] - Brought forward without change [R] - Reduction</p>