

RATES AND RULES CIRCULAR

THOROUGHbred DIRECT INTERMODAL SERVICES, INC.
(“Thoroughbred Direct” or “TDIS”)

RATES AND RULES CIRCULAR

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GLOSSARY OF TERMS

- 204** An EDI load tender from a customer.
- 322** An EDI intermodal ramp event (ingate, train departure, train arrival, grounding, outgate)
- 404** EDI shipping instructions sent to the railroad
- 417** Inter-railroad EDI shipping instructions
- 622** An EDI intermodal ramp event (ingate, train departure, train arrival, grounding, outgate)
- 5186** USPS form 5186 is a bill of lading/routing slip listing the shipper consignee and USPS contract number. It will always be from a USPS origin to a USPS destination. A 5186 or a USPS 404 EDI are required to get paid by the USPS when required.
- 8125** USPS form 8125 is also a bill of lading, but for retail mail. This form will always be from a non-mail or retail location to a USPS consignee.
- AAR** (Association of American Railroads) is the railroad carrier association for U.S., Canadian and Mexican companies for the purpose of improving transportation services and lobbying governmental agencies.
- Agreement Holder** A company with an NS Agreement.
- Availability Time** The time equipment is expected to be grounded and ready for pick-up
- Back Haul** Part or all of the return portion of a route over which a trailer or container has traveled.
- Bad Order** A freight car loaded improperly, mechanically defective, or has safety violations.
- Beneficial Owner** The actual owner of the lading who is using a consolidator.
- Bill Carrier (Bill Road)** The carrier performing the first line haul service of the movement. This carrier is responsible for preparing the waybill document.
- Blocking or Bracing** Wood or metal or other approved supports to keep shipments in place in or on railcars and trailers.
- Bogie** A frame with rail wheels used to connect between two RoadRailer trailers.

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<u>Car Location Message</u>	(CLM), a system enabling shippers to track containers using pre-defined parameters.
<u>Chassis</u>	A frame with wheels on which a container rides.
<u>COFC</u>	(Container on Flat Car); A type of rail freight service involving the shipment of containers without chassis.
<u>Common Carrier</u>	A transportation company engaged in the business of handling persons or goods for compensation and for all persons impartially.
<u>Connecting Carrier</u>	A carrier that has a direct physical connection with another or forming a connecting link between two or more carriers.
<u>Consignee</u>	The receiver of freight shipped by the shipper (consignor)
<u>Consignor</u>	The person by whom freight is shipped; shipper
<u>Container</u>	An open or enclosed structural unit designed for intermodal transport of commodities; many have standard corner fittings to secure them to highway chassis, rail cars, or ocean vessels, facilitating interchange among carriers in international trade.
<u>Cut-Off Time</u>	The time a vehicle must be tendered at the terminal to meet a scheduled train departure.
<u>Dedicated Train</u>	A train that exclusively carries intermodal equipment (containers and trailers).
<u>Demurrage</u>	A charge made on cars or other equipment held by or for consignor or consignee for loading or unloading, for forwarding directions or for any other purpose.
<u>Detention</u>	Penalty assessed to the consignor or consignee for using railroad-owned equipment in excess of allotted free time.
<u>Diversion</u>	A change made in the route of a shipment in transit.
<u>Domestic Containerization</u>	Movement of domestic freight in ocean containers, (to assist in repositioning of those containers) or in dedicated domestic containers COFC.
<u>DOT</u>	Department of Transportation, whose purpose is to provide a dynamic federal system of transportation to meet the country's needs.
<u>Double-Stack</u>	The movement of containers on specialized articulated rail cars, which enable the vertical stacking of the containers on each platform of the car.

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<u>Drayage</u>	(Pick-up and/or Delivery) The truck portion of an intermodal <i>move</i> .
<u>Dunnage</u>	The material used to protect or support freight in or on railcars or trailers.
<u>EDI</u>	Electronic Data Interchange; easy communication of commercial data via computer connections via mainframe links, PC to mainframe or using the Internet.
<u>Embargo</u>	To resist or prohibit the acceptance and handling of freight.
<u>FAK</u>	Freight All Kinds
<u>Flat Car</u>	A freight car having a floor without any housing or body above. Frequently used to carry car trailers (TOFC) or oversized/odd-shaped commodities.
<u>Foreign Equipment</u>	Equipment owned and controlled BY a railroad other than NS.
<u>Foreign Line</u>	A railroad other than NS.
<u>Forwarded Shipment</u>	Move that originates on NS and is then delivered to another carrier.
<u>FRA</u>	Federal Railroad Administration – The FRA deals specifically with transportation policy as it affects the nation’s railroads and is responsible for enforcement of rail safety laws.
<u>Free Time</u>	The time between notification and when trailer use or premises use charges begin.
<u>Gateway</u>	A point through which freight commonly moves from one territory or carrier to another.
<u>Hazardous Material</u>	(Haz Mat) – Substance or combination of substances, which, because of its quantity, concentration, or physical or chemical characteristics, may cause or significantly pose a substantial hazard to human health or the environment when improperly packaged, stored, transported, or otherwise managed.
<u>Hazardous Waste</u>	Any material, whether solid, liquid or containing gaseous material, identified in the Resource & Conservation Recovery Act (RCRA) either by name (listed) or by characteristics.
<u>ICC</u>	Interstate Commerce Commission, a federal agency.
<u>Inland Carrier</u>	A transportation company which hauls export or import traffic between ports and inland points.

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<u>Interchange Agreement</u> (TIA) – Used with a drayage company for use of railroad-controlled equipment.	
<u>Interline Haul</u>	Move involving more than one rail carrier.
<u>Interline Price</u>	The price published for an origin/destination pair that uses more than one carrier and results in one bill for the whole move; see “Through Price”.
<u>Intermodal</u>	Transport by more than one transportation mode, usually truck and rail.
<u>Landbridge</u>	Containers moving from a foreign country by vessel, transiting the United States by railroad, and then loaded aboard another vessel for delivery to a second foreign country.
<u>Local Move</u>	A railroad movement in which only one road haul carrier participates. The one carrier serves both the origin and destination station.
<u>Lock Box</u>	Post office box to which patrons are directed to remit freight payments.
<u>Lumper</u>	A person hired to help unload a trailer.
<u>Maintenance of Way</u>	The process of maintaining roadbed (rail, ties, ballast, bridges, etc.). These materials are hauled in special maintenance of way cars, which also include cars that are equipped with heavy equipment, such as cranes and tie replacing machines.
<u>Mini-Landbridge</u>	Imported traffic movement from an origin port to an inland point that is not a port on an ocean bill of lading.
<u>NSPQ</u>	“Special Price Quote” assigned a unique number for a specific shipment.
<u>Over the Road</u>	(OTR) – A movement that does not go on a railroad.
<u>Per Diem</u>	Charge made for using foreign and private equipment on railroad lines, or for NS or private equipment used on another railroad’s lines.
<u>Piggyback</u>	An ocean container or trailer riding on a rail car (COFC or TOFC)
<u>Pigs</u>	A railroad term for trailers loaded on flat cars.
<u>Pool Trailers</u>	Free-running trailers owned by leasing companies.
<u>Premise</u>	Use penalty assessed to shippers or consignees for holding private trailers or containers at the origin or destination terminal in excess of allotted free time.
<u>Private Equipment</u>	Equipment that is not part of the AAR.

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<u>Pro Number</u>	The number used in identifying waybills and freight bills. Pro means progressive and agents use progressive numbers for this identification.
<u>Proportional Price</u>	Price from or to an intermediate point; may be used to construct an interline price; i.e., a combination of two prices.
<u>Ramp</u>	A structure, permanent or temporary, from which trailers are driven onto or off of a railroad flatcar. Also used in reference to any city or location where piggyback loading and unloading can be performed.
<u>Released Value</u>	Value assigned a shipment with a maximum value per pound; used for liability purposes.
<u>Reverse Route</u>	The exact reverse of the route a loaded car traveled from its destination, including all carriers and junctions involved.
<u>Seal</u>	A device fastened to the doors on a railcar or trailer used to secure its contents and to insure the integrity of a shipment.
<u>Shipper-Owned Equipment</u>	Equipment tendered to NS/TDIS, but owned by the shipper of record.
<u>Single-Line Haul</u>	Shipment over one railroad
<u>SPLC</u>	Standard Point Location Code – an industry-wide standard used to identify a location serviced by a common carrier.
<u>SPO</u>	Special Price Quotation assigned a unique number for a specific shipment.
<u>STCC</u>	Standard Transportation Commodity Codes – The STCC system is a 7-digit coding structure designed to classify all commodities or articles, which move or may move in freight transportation.
<u>Spine Car</u>	Skeletonized, lightweight, three or five-unit, fully articulated rail car, designed to carry single-stack containers and trailers.
<u>Storage Charge</u>	A penalty assessed to shippers or consignees for holding private trailers or containers at the origin or destination terminal in excess of allotted free time.
<u>Tariff</u>	A legal listing of rates used when moving regulated traffic by rail.
<u>Third Party</u>	An independent retailer of intermodal transportation may be a shipper agent or association.
<u>Through Price</u>	The price applicable from point of origin to destination; may be a joint price or a combination of two or more prices.

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TIA Interchange Agreement – Agreement with a drayage company for use of railroad-controlled equipment.

TIC Terminal Inventory Control

TOFC Trailer on Flat Car, also known as piggyback; a container with chassis or rail trailer transported on a rail car.

Transportation Data Coordination Committee Sets the standards for interchange of transportation data.

UFC Uniform Freight Classification

UMLER Universal Machine Language Equipment Register – a computer readable file of vital statistics for each railroad car in service. It applies to all railroads, types of cars, and data processing machines.

VAN Value Added Network – an intermediary company that interprets computer information into a format that can be read by a railroad's computer.

Waybill A document covering a shipment and showing the forwarding and receiving station, the names of consignor and consignee, the car initials and number, the routing, the description and weight of the commodity, instructions for special services, the rate, total charges, advances and waybill reference for previous services, and the amount prepaid.

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ITEM 50

**APPLICATION OF THOROUGHBRED DIRECT CIRCULAR ON TRAFFIC MOVING
ON THROUGH SINGLE FACTOR JOINT LINE RATES**

The provisions of this Circular will apply on traffic moving on TDIS through single factor rates only while moving on TDIS between the origin and destination specified in the TDIS Rate Circular, contract or other rate quote. A connecting or participating carrier's circular will apply while shipments are moving on that carrier. To the extent there is a conflict between TDIS' rules and the rules of a connecting or participating carrier with respect to concealed or unlocated loss and damage, provisions of this circular will govern.

ITEM 95

REVISION NUMBER

Unless otherwise provided, amendment of a page will be made by reprinting the page and showing a revision number. The revision numbers will be used in consecutive numerical order beginning with "1st Revised Page". A revised page cancels any uncancelled revised or original pages, which bear the same page number.

ITEM 100

PLAN CODES

1. Rates apply per loaded trailer from one shipper at one origin to one consignee at one destination.
2. TDIS will use its best efforts to make equipment available on an "as available" basis, but makes no guarantee as to equipment supply. Plain dry van trailers (45 feet, 48 feet and 53 feet outside measurement [20 feet to 53 feet containers and 45 feet to 53 feet trailers]) will be the principal trailer type furnished, although other trailer types will be furnished, when available, and when advance arrangements have been made with TDIS.

Please refer to Appendix A for Plan Codes

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ITEM 105

GENERAL EXCEPTIONS TO GOVERNING SCHEDULES

Rules and regulations published herein take precedence over conflicting and/or duplicating provisions of the governing rules and regulations Schedule No. NSRC 1000.

ITEM 115

GOVERNING SCHEDULES AND PUBLICATIONS

This schedule is governed, except as otherwise provided herein, by the following publications, and by supplements, amendments, and/or successive issues thereof:

PC*Miler – Practical Miles ALK Associates (most current version available)

ITEM 125

SCOPE OF OPERATIONS

TDIS operates as an authorized and contracted Independent intermodal retailer and freight forwarder under continuing contract(s) with its affiliated ICC certificated railroad, Norfolk Southern Railway and other certificated railroads and motor carriers.

As such, TDIS is authorized to market traditional third party freight, forwarder services as a carrier direct to actual consignees, consignors, or motor carriers.

Additionally, TDIS has been granted ICC authority to operate as a licensed property broker, No. MCC 371347- P.

ITEM 130

SERVICE SCHEDULES

Service schedules are mutually agreed upon by both parties contingent on the first available delivery appointment beginning with the delivery time shown in the schedules.

Shipper agrees to furnish shipping instructions to TDIS at least 24-hours prior to releasing the trailer to TDIS for transportation or holding. When shipping instructions are furnished less

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than 24-hours prior to trailer release, the trailer will be subject to the following day's schedule for purposes of computing on-time performance.

ITEM 135

MAXIMUM VEHICLE WEIGHT

Unless otherwise provided in specific items herein, rates and charges published in this schedule are subject to a maximum per vehicle weight not to exceed the maximum legal weight of each state through which the shipment must pass, enroute from initial original to final destination, while in motor carrier service.

In most cases, cargo weight (including pallets, packaging materials, securing devices, etc.) can reach a maximum per vehicle weight of 46,500 pounds, exclusive of the actual trailer weight.

No shipment will be accepted without a shipper's weight certificate as required by the Federal Highway Administration pursuant to FHWA Docket MC-93-17. The weight certificate should be titled "Intermodal Certification" and should contain the identification number of the trailer or container, actual gross cargo weight and unit of measure, which the shipper may compute or estimate in any reasonable manner provided it is less than 10,000 pounds, a reasonable general description of the goods, the name and company of the person tendering the loaded container and a date and signature, a charge of \$50.00 will be made for each shipment tendered without a certificate, shipper will be notified and daily detention charges will apply until the certificate is faxed to TDIS.

ITEM 140

REQUIREMENTS FOR EACH SHIPMENT

- (A) Properly completed shipping instructions showing the following information must be provided to TDIS at the origin before the trailer is tendered to TDIS for movement.
- (B) In instances where TDIS provides services which originate at a rail terminal, shipping instructions will include:
1. Trailer Identification (Initial and Number), and words "Intermodal Certification".
 2. Origin.
 3. Destination.
 4. Complete Routing.

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5. Name of Shipper.
6. Name of Consignee.
7. Name of Vendor.
8. Description of specific commodity or commodities loaded into trailer, and if possible, applicable STCC number(s) thereof.
9. Any additional required information or instructions concerning protective service, hazardous material or dangerous articles as outline in Item 330 and other applicable Items in this Circular. If shipping instructions indicate shipment contains such hazardous materials or dangerous articles, the entire 7 digit HAZ MAT CODE number of the 49 Series must accompany the full commodity description shown on the shipping instructions for each hazardous material or dangerous article as described in the Directory of Hazardous materials Shipping Descriptions No. 1 Series.
10. Telephone number of party to be notified at destination.
11. Whether the shipment is in a container to be transported without chassis (COFC) and if so, who will furnish a chassis at destination.
12. Whether the shipment is under U.S. Customs Bond and if so, the I.T. or T. & E. number.
13. Plan Number as described in applicable rate schedules.
14. Date of Tender.
15. Name of Receiver.
16. Actual Origin or Port of Importation.
17. Actual Destination or Port of Exportation.
18. Weight of Contents per Trailer.
19. Special Commodity Quotation (SCQ) identifier previously furnished by TDIS to identify an SCQ where applicable.
20. Signature (which may be electronic).

Such "shipping instructions" shall be furnished in writing, electronically, or as otherwise agreed to in writing.

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ITEM 145

SETTLEMENT OF FREIGHT CHARGES

Settlement of all linehaul and accessorial charges are due payable in U.S. Funds. All payment for freight charges should be sent to:

Thoroughbred Direct Intermodal Services, Inc.
c/o Transworks
2720 Dupont Commerce Court
Fort Wayne, IN 46825

ITEM 150

SETTLEMENT OF OVERCHARGE CLAIMS

1. Statute of limitations governing claims to recover overcharges shall be as published in Title 49 U.S.C. Section 11706.
2. All claims must be filed with TDIS within the statutory period and contain, as a minimum, the following information:
 - (a) Copy of original paid freight bill and bill of lading.
 - (b) Price authority for both the assailed and sought rate including an explanation of the circumstances causing the claim for damages.
3. In no event shall TDIS or any carrier participating with TDIS be liable for any interest or attorneys fees.

Claims for overcharges must be mailed to:

Thoroughbred Direct Intermodal Services, Inc.
c/o Transworks
2720 Dupont Commerce Court
Fort Wayne, IN 46825

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ITEM 155

EQUIPMENT TYPES

<u>Description</u>	<u>Rate Schedule Type</u>
20 Foot long, 96 inches wide	20 Ft.
40 Foot long, 96 inches wide	40 Ft.
45 Foot long, 96 inches wide	45 Ft.
45 Foot long, 102 inches wide	45 Ft.
48 Foot long, 96 inches wide	48 Ft.
48 Foot long, 102 inches wide	48 Ft.
53 Foot long, 102 inches wide	53 Ft.

ITEM 160

ARTICLES NOT ACCEPTED FOR SHIPMENT

Except as otherwise provided herein, TDIS will not provide transportation of the following articles as described by the following STCC No. published in the Standard Transportation Commodity Code Tariff STCC 6001 Series:

<u>1.</u>	<u>CHEMICALS</u>	<u>HAZ MAT CODE</u>	<u>STCC</u>
	Carbonyl Chloride (Phosgene)	49 205 40	28 188 20
	Diethyl Dichlorosilane	49 076 09	28 999 91
	Dimethyl Dichlorosilane	49 076 10	28 182 28
	Ethyl Dichlorosilane	49 076 15	28 999 91
	Ethyl Trichlorosilane	49 076 20	28 999 91
	Fluorine	49 040 30	28 188 90
	Hydrogen Selenide	49 054 15	28 188 90
	Methyl Dichlorosilane	49 076 25	28 182 82
	Methyl Trichlorosilane	49 076 30	28 182 83
	Mixed Chlorosilanes	49 076 36	28 182 81
	Tetramethylsilane	49 076 75	28 180 65
	Trimethylchlorosilane	49 076 80	28 182 84
	Vinyl Trichlorosilane	49 076 85	28 999 91
2.	EXPLOSIVES as described in Classes A and B, BOE 6000 Series. STCC 49 011 to 49 028.		
	This restriction does not apply when shipments move under Government Bills of Lading.		

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3. **FLAMMABLE LIQUIDS** as defined in 49 CFR 173.115 et.seq, and as reprinted in Section 173.115 et.seq, of Tariff BOE 6000 Series and supplements thereto, when loaded in refrigerated or insulated trailers. (See reference Note A).
 4. **HAZARDOUS WASTE**, as described below (see reference Note 1):
 - (a) All waste defined or characterized as hazardous waste under the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. Section 6901 et.seq., or the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. Section 9601 et.seq., as each may be amended from time to time, and regulations promulgated thereunder, including, but not limited to waste defined or by 40 C.F.R., requiring a State or Federal hazardous waste characterized as hazardous waste manifest as governed by 40 C.F.R. Parts 260, 261, 262, or 263 and 49 C.F.R. Section 171.
 - (b) All polychlorinated biphenyl (PCB) or any material contaminated therewith.
 - (c) All waste defined or characterized as hazardous, chemical, industrial or special waste by the principal agency of any State.

NOTE 1: When contracts established with the prior approval of TDIS' General Manager and in compliance with State and Federal regulations have been executed, transportation of commodities named above will be provided.

5. **LIVESTOCK**, STCC 01 419 15, 01 419 20.
6. **MOTOR VEHICLES**, STCC 37 111 20, 37 112 15, 37 115 10, 37 115 20, 37 116 15, 37 116 25, 37 119 50, 37 119 55; provided, however, that used motor vehicles be accepted when part of a household goods movement.
7. **POISONS**, Type A. HAZ MAT CODE 49 201, 49 209.
8. **RADIOACTIVE MATERIALS**, HAZ MAT CODE 49 261 to 49 299.
9. "RED BAG" material or surgical, medical or hospital waste materials that are infectious, disease producing, or otherwise contaminating to the human environment. STCC 38 421 22.
10. **SHEET, ALUMINUM**, in coils, loaded in marine containers for movement in double-stack service. STCC 33 521 15.
11. **SHEET, IRON OR STEEL**, in coils, loaded in marine containers for movement in double-stack service. STCC 33 123 40 to 33 123 55.
12. **SODIUM PEROXIDE**. HAZ MAT CODE 49 185 40.
13. **SOLID WASTE (Non-hazardous)** except with prior approval provided in written specific contracts (see reference Note 1): (Continued)

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<u>STCC</u>	<u>COMMODITY</u>
32 929 50	Asbestos, Shorts or Refuse
32 292 51	Asbestos Waste
40 112 08	Fly Ash
40 112 13	Coal Ashes or Cinders
40 112 18	Ashes or cinders, coal, mixed with crushed or ground brick
40 112 51	Incinerator Ash, Metal Bearing
40 231 15	Reject wood pulp, scrap or waste
40 231 20	Wood, spent
40 231 35	Waste wood bark, ground or shredded, including fines
40 231 44	Compound, glue or resin extender, consisting of wood waste
40 241 10	Clippings or scrap, sensitized paper
40 241 15	Scrap or waste paper, not sensitized, or fiberboard or pulpboard scrap or waste
40 241 20	Waste paper, ground, nec.
40 241 25	Agricultural mulch, consisting of shredded or chopped waste and scrap paper, or plant or garden mulch, consisting of shredded or chopped waste and scrap paper
40 241 70	Paper dust
40 241 81	Paper stock
40 251 19	Lime sludge or waste, dried
40 251 55	Iron oxide slurry residue having no further value for the extraction of the iron content
40 261 15	Rubber scrap, hard, pulverized
40 261 20	Scrap, rubber, nec.
40 261 25	Scrap tires, rubber, having value only for reclamation of raw materials
40 261 27	Scrap tire treads, ground or pulverized
40 261 30	Hard rubber shavings or turnings.
40 261 65	Tire fabric, rubber impregnated, used, not skived
40 261 66	Tire fabric, rubber impregnated, used, skived
40 271 ALL	Stone, clay or glass waste or scrap
40 291 12	Municipal garbage waste, solid, digested and ground fertilizer material
40 291 14	Municipal garbage waste, solid, digested and ground other than sewage waste or fertilizer
40 291 76	Automobile shredder residue
40 291 79	Plant refuse, refuse waste material or excavated material, having no commercial value to shipper

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NOTE 1: Any shipper without a non-hazardous waste contract with TDIS found to be in violation of Item 160, #13, or Item 165, #7, of this Rates and Rules Circular shall be subject to a charge of double the otherwise applicable FAK rate.

14. **SCRAP METALS**, except when shipment complies with the following requirements:
- (a) Trailers/Containers must have valid weight ticket verifying that maximum lading weight does not exceed 45,000 pounds.
 - (b) Weight must be evenly distributed throughout trailers.
 - (c) Shipment must be packaged, i.e., no loose scrap or shaving permitted.
 - (d) Blocking must be applied to the rear door area, using plywood " X 48" X 90" not less than 36" from the rear door and braced with modified "K" bracing, in accordance with standards prescribed by TDIS Damage Prevention Department.

REFERENCE NOTES: Applicable where specific reference is made.

NOTE A – This restriction does not apply when;

- (1) Shipment is loaded in trailers equipped with a minimum of two open vents that are equal to or exceed 200 square inches or,
- (2) Shipment is loaded in refrigerated trailer operating at a temperature at least five (5) degrees Fahrenheit below the lowest flash point of any flammable liquid in the trailer, or,
- (3) Shipments of flammable liquids shipped in "limited quantities" as defined in 49 CFR 171.8.

ITEM 165

ARTICLES NOT APPLICABLE ON FREIGHT ALL KINDS RATE

Except as otherwise provided herein, freight, all kinds, rates will not apply on the following articles regardless of equipment type. Where the notation 'APPLIES ON ALL COMMODITIES UNLESS OTHERWISE EXCLUDED' appears in a quotation, the quotation is subject to the same restrictions applicable herein on freight, all kinds:

1. Articles described under Rule 3 of UFC 6000 Series
2. **BULK COMMODITIES**, except that rates will apply on the following (see reference Note C):
 - (A) Articles in packages, bundles or units weighing 8 pounds or over.
 - (B) Shipments in marine tank containers

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- (C) Bulk Commodities, other than liquid, in plastic liner bags, loaded in dry van trailers, or containers subject to the following provisions:
- (1) Shipper must furnish and install the plastic liner bags at Shipper's expense
 - (2) Consignee must remove the empty plastic liner bag after the shipment is unloaded
 - (3) TDIS assumes no liability for breakage of the plastic
 - (4) TDIS assumes no responsibility for return movement of empty plastic liner bags after inbound loaded movement
3. CARBON BLACK. (See reference Note A).
4. GREEN, GREEN SALTED, PICKLED OR DRY HIDES, PELTS OR SKINS, as described in Items 51730 through 51960, inclusive, Item 51970 (not dressed nor tanned only), and Item 51980 of UFC 6000 Series (See Reference Note A).
5. HAZARDOUS WASTE, as described below (see reference Note 1):
- (a) All waste defined or characterized as hazardous waste under the Resource Conservation and Recovery Act (RCRA) 42 U.S.C. Section 6901 et.seq., or the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. Section 9601 et.seq., as each may be amended from time to time, and regulations promulgated thereunder, including, but not limited to waste defined or by 40 C.F.R., requiring a State or Federal hazardous waste characterized as hazardous waste manifest as governed by 40 C.F.R. Parts 260, 261, 262, or 263 and 49 C.F.R. Section 171.
 - (b) All polychlorinated biphenyl (PCB) or any material contaminated therewith.
 - (c) All waste defined or characterized as hazardous, chemical, industrial or special waste by the principal agency of any State.
- NOTE 1: When contracts established with the prior approval of the Vice-President, Transportation and in compliance with State and Federal regulations have been executed, transportation of commodities named above will be provided.
6. The following commodities as more fully described in Section 2 of ICC STCC 6001 Series, viz:
- STCC No. 01 194 10, 01 195 10, and 01 195 15 (Potatoes)
 STCC No. 01 2 through 01 293 01 (Fresh Fruits)
 01 298 through 01 299 90
 STCC No. 01 31 through 01 319 90 (Bulbs, Roots or Tubers, with or without tops)
 STCC No. 01 33 through 01 339 90 (Fresh Fruits and Vegetables and Tree Nuts)
 STCC No. 01 39 through 01 399 90 (Fresh Vegetables)
 STCC No. 01 916 and 01 916 10 (Mushrooms, Fresh)
 STCC No. 08 611 (Christmas Trees); 08 611 10 (Christmas Trees, NEC, Evergreen);
 and 08 612 90 (Evergreens, Decorative, cut, NEC)
 STCC No. 09 1 (Fresh Fish or other Marine Products) through

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STCC No. 09 139 51 (Terrapins, Turtles or Frogs, other than live)
 STCC No. 20 371 10 through 20 379 25 (Frozen Fruits, Vegetables, or Fruit Juices)

7. **SOLID WASTE (Non-Hazardous) except with prior approval provided in written specific contracts (see reference Note 1):**

<u>STCC</u>	<u>COMMODITY</u>
32 929 50	Asbestos Shorts or Refuse
32 929 51	Asbestos Waste
40 112 08	Fly Ash
40 112 13	Coal Ashes or Cinders
40 112 18	Ashes with Cinders, coal, mixed with crushed or ground brick
40 112 51	Incinerator Ash, metal bearing
40 231 15	Reject woodpulp scrap or waste
40 231 20	Wood, spent
40 231 35	Waste wood bark, ground or shredded, including fines.
40 231 44	Compound, glue or resin extender, consisting of wood waste residues, ground
40 241 10	Clippings or scrap, sensitized paper
40 241 15	Scrap or waste paper, not sensitized, or fiberboard or pulpboard scrap or waste
40 241 20	Waste paper, ground, nec.
40 241 25	Agricultural mulch, consisting of shredded or chopped waste and scrap paper, or plant or garden mulch, consisting of shredded or chopped waste and scrap paper.
40 241 70	Paper dust
40 241 81	Paper stock
40 251 19	Lime sludge or waste, dried
40 251 25	Iron oxide slurry residue having no further value for the extraction of the iron content
40 261 27	Scrap tire treads, ground or pulverized
40 261 30	Hard rubber shavings or

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40 261 65	turnings Tire fabric, rubber impregnated, used not skived
40 261 66	Tire fabric, rubber impregnated, used, skived
40 271 ALL	Stone, clay or glass waste or scrap
40 291 12	Municipal garbage waste, solid, digested and ground, fertilizer material
40 291 14	Municipal garbage waste, solid, digested and ground, other than sewage waste or fertilizer
40 291 76	Automobile shredder residue
40 291 79	Plant refuse, refuse waste material or excavated material having no commercial value to shipper

8. U.S. MAIL of any class, tendered by the United States Postal Service.

NOTE 1: Any shipper without a non-hazardous waste contract with TDIS found to be in violation of Item 160, #13, or Item 165, #7, of this Rates and Rules Circular shall be subject to a charge of three times the otherwise applicable FAK rate.

REFERENCE NOTES: Applicable where specific reference is made.

NOTE A: Except as otherwise provided, this restriction does not apply on shipments moving in connection with rates applicable in trailers or containers furnished by shipper.

ITEM 175

DEFINITION OF ZIP CODE AREAS

Standard United States Postal Service Zip Code Areas are used as the reference for all rates, charges and/or services, which make specific use of Zip Code Areas or Zip Code Zones.

ITEM 240

DEFINITION OF TECHNICAL TERMS

The term "and" couples the descriptive terms in connection with which it is used.

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The term "or" includes any or all of the descriptive terms in connection with which it is used.

The term "trailer" includes marine containers, either equipped with wheels or loaded flush on flat cars, as well as trailers or trailer bodies with wheels attached, except, when rates are published to only apply on trailers, or to only apply on containers, such rates are specific and must be applied according to their specific application. Rates published to only apply on containers will apply only on marine containers.

The term "day" or "calendar day" means a twenty-four (24) hour period commencing at 12:01 AM.

The term "Holidays" means the following:

New Year's Day	Thanksgiving Day
President's Day	Day after Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve
Good Friday	

In the event any of the above Holidays occurs on a Sunday, the following Monday will be considered a Holiday.

Where provisions of state laws vary, the day referred to as Memorial Day being obscure, the date of the day referred to in the different states as "Memorial Day" "Decoration Day" or otherwise, and generally observed in lieu of May 30, will for the purpose of this Item be treated as Memorial Day.

The term "Normal Business Hours", as used herein, refers to the daily period from 8:00 AM to 5:00 PM Mondays to Fridays inclusive, but excluding the above mentioned Holidays.

The term "UFC 6000" refers to the Uniform Freight Classification UFC 6000-Series, Uniform Classification Committee, Agent.

The term "STCC" or "STCC 6001" refers to the Standard Transportation Commodity Code Tariff STCC 6001-Series.

The term "BOE 6000" refers to the Bureau of Explosives Tariff BOE 6000-Series.

The term "Circular(s)" referred to herein includes TDIS or NS exempt Intermodal or Rail circulars or schedules.

The term "tank container" includes:

1. Portable tanks, or any packaging over 110 U.S. gallons capacity not permanently attached to wheels and designed primarily to be loaded onto a chassis or flatcar for highway or rail movement.
2. Cargo tanks, or any tank permanently attached to wheels for highway movement or loading onto a flatcar for rail movement.

The term "hazardous material" is defined in Part 171.8 of Title 49 of the Code of Federal Regulations as a substance or material, which has been determined by the Secretary of

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Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and has been included in the list of proper shipping names in Part 172.101 or Part 172.102 of Title 49 CFR. There should be a 49-Series Hazardous Materials Code designated for each hazardous material shipped.

ITEM 250

SECTION 11707 – FULL LIABILITY PROVISIONS

- (1)(a) The provisions of this item shall govern full liability for TOFC/COFC shipments while on TDIS. Except as provided in Item 255 (limited liability), a rate circular, schedule, or quotation, liability for any alleged loss, damage or delay to shipments and the procedures employed to process such claims shall be governed by the provisions of 49 U.S.C. Section 11707, 49 C.F.R. Part 1005, and the terms and conditions set forth in this Item.
- (b) To secure full liability coverage on a TOFC/COFC shipment moving on an exempt trailvan schedule or circular rate, pursuant to the provisions of 49 U.S.C. Section 11707, customer must make reference to '9000' on its exempt bill of lading and provide written notice to TDIS one day prior to tender of the shipment for movement.

The applicable charge for full liability coverage will be the shipper's existing TDIS exempt schedule or circular rate + \$100 per trailer/container.

Full liability will apply on contracts only when full liability is negotiated and included in the terms of the contract and the full liability provisions of this item are specifically referenced in the contract itself.

- (c) In no event shall TDIS or its underlying carriers be liable for any special, consequential, indirect or punitive damages, interest, or attorneys' fees.
- (d) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the authority of law, or the act or default of the shipper or owner, or for natural shrinkage. The carrier's liability shall be that of warehouseman only for loss, damage, or delay caused by fire occurring after the expiration of the free time allowed by TDIS Exempt Rates and Rules Circular (such free time to be computed as therein provided) after exports (if intended for export) has been duly sent or given, and after placement of the property to the party entitled to receive it, has been made. Except in case of negligence of the carrier or party in possession, the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held in transit upon the request of the shipper, owner, or party entitled to make such request, or resulting from a defect or vice in the property, or from riots or strikes.
- (e) In case of quarantine, the property may be discharged at risk and expense of owners into quarantine depot or elsewhere, as required by quarantine regulations or authorities, or for the carrier's dispatch at nearest available point in carrier's judgement, and in any such

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case carrier's responsibility shall cease when property is so discharged, or property may be returned by carrier at owner's expense to shipping point, earning freight both ways. Quarantine expenses of whatever nature or kind, upon or in respect to property shall be borne by the owners of the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts required or done by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents or employees, nor for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shippers shall hold the carriers harmless from any expense they may incur, or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

2. (a) No carrier is bound to transport said property by any particular train or vessel, or in time for any particular market or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

STANDARD BILL OF LADING PROVISIONS

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier party to this agreement, or carrier on whose line the loss, damage, injury, or delay occurred, within nine months after delivery of the property (or, in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed and such claims shall comply with, and be handled in accordance with, the provisions of 49 C.F.R. Part 1005; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice, and such suits must comply with the venue provisions of 49 U.S.C. 11707(d). Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid.

(c) Any carrier or party liable on account of loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance: Provided, that the carrier reimburse the claimant for the premium paid thereon.

SECTION 11707 – FULL LIABILITY PROVISIONS

3. (a) Property not removed by the party entitled to receive it within the free time allowed by this Rates and Rules Circular (such free time to be computed as therein provided), after notice of the arrival of the property at destination or at the point of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination has been made, may be kept in vessel, car, depot, warehouse or place of

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delivery of the carrier, subject to charge for storage and to carrier's responsibility as warehouseman only, or at the option of the carrier, may be removed to and stored at a public or licensed warehouse at the place of delivery or other available place, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

(b) Where non-perishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it, or said consignee or party entitled to receive it fails to receive it within 15 days of arrival shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier. Provided, that the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of this contract if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, or, if shipped order notify, the name of the party to be notified, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published: Provided, that 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent, or given.

(c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or said consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale: Provided, that if time serves for notification to the consignor or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence requires before the property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale may under this section shall be applied by the carrier to the payment of freight, detention, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense, and should there be a balance it shall be paid to the owner of the property sold hereunder.

(f) Property destined to or taken from a station, wharf, or landing at which there is no regularly appointed freight agent shall be entirely at risk of owner after unloading from cars or vessels, and, except in case of carrier's negligence when received from or delivered to such stations, wharves on landings shall be at owner's risk until the cars are attached to and after they are detached from locomotive or train or until loaded into and after unloaded from the vessels.

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4. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published Exempt TrailVan Rate Schedules unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.
 5. Every party, whether principal or agent, shipping explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods, and such goods may be warehoused at owner's risk and expense or destroyed without compensation.
 6. The consignor shall be liable for the freight and all other lawful charges, except detention at destination. Nothing herein shall limit the right of the carrier to require at time of shipment the prepayment or guarantee of the charges.
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ITEM 255

LIMITED LIABILITY FOR LOSS AND DAMAGE1.0 APPLICATION:

- 1.1 The provisions of this item shall govern limited liability for intermodal shipments while on Norfolk Southern. Except as provided in Item 250, (Full Liability), liability for loss and damage to intermodal shipments and the procedures employed to process such claims shall be governed by the terms and conditions outline herein.

2.0 FILING THE CLAIM:

As a condition precedent to recovery, a written claim must be mailed or faxed to either the origin or destination carrier, or carrier on whose line the loss or damage occurred, within 12 months of the date of delivery or, in the event of non-delivery, within 12 months of a reasonable time for delivery.

All claims filed against Thoroughbred Direct Intermodal Services, Inc. must be mailed or faxed to:

Zane Strous, Director of Assets
Thoroughbred Direct Intermodal Services, Inc.
2260 Butler Pike, Suite 400
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Thoroughbred Direct Intermodal Services, Inc. Claim Fax Number:
610-567-3380

3.0 SUPPORTING DOCUMENTATION:

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Each written claim must include the following documentation:

- a) A claims brief, identifying the shipment, listing damages and a demand for payment of a specific amount.
- b) Bill of Lading, Contract of Carriage, or Letter of Indemnity.
- c) Shipment invoice, or a certified copy.
- d) Any other documents and/or evidences necessary to establish responsibility and monetary loss. Examples include: photographs, delivery receipt, unloading tallies, warehouse reports, inspection report, etc.

4.0 CLAIM HANDLING OBLIGATION:

TDIS will acknowledge receipt of submitted claims in writing and will either pay, decline, offer to settle, or advise the customer who submitted the claim of its status within 30 days of receipt of the claim.

5.0 PACKAGING, LOADING AND BRACING

The shipper shall be responsible for adequate packaging, loading and bracing of the lading. TDIS shall not be liable for loss or damage caused by inadequate packaging, loading or bracing.

For load securement assistance contact TDIS' Damage Prevention Services at 610-567-3371.

6.0 THE NOTIFICATION/INSPECTION PROCEDURE

- 6.1 When loss or damage is discovered in a shipment and TDIS is the destination carrier, prompt notification to TDIS' Customer Service department shall be made at the following toll free number 877-250-2535.
- 6.2 Upon notification, TDIS will assign and issue a log number to be submitted with your claim.
- 6.3 TDIS may dispatch an inspector to inspect the cargo and the trailer or container under load. Failure of TDIS to make an inspection, shall not be considered a waiver of any defenses to claims or suits.

7.0 SALVAGE/MITIGATING THE LOSS:

- 7.1 The customer shall take all reasonable steps to mitigate its damage. If the customer owner elects to dispose of the distressed cargo or withhold the cargo from the salvage market, TDIS' liability shall be reduced by a reasonable salvage allowance.
- 7.2 When distressed cargo is released to TDIS for salvage, the proceeds from the sale of such cargo shall be applied to the claim for determination of the net loss.

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- 7.3 Customers who desire additional information concerning the recovery of salvage may contact TDIS' Damage Prevention Services for assistance by calling Linda Colglazier at 219-416-3641.

8.0 **LOSS AND DAMAGE LIABILITY:**

- 8.1 **Maximum Liability:**
TDIS' liability for loss and damage shall not exceed \$200,000 per trailer or container
- 8.2 **Located Damage Claims:**
TDIS will be liable for damage to lading where TDIS' negligence is shown to be the proximate cause of the loss or damage.
- 8.3 **Wet Damage Claims:**
Reimbursement for wet damage shall be made only when the loss or damage occurred while the goods were being transported in rail carrier owned or leased equipment.
- 8.4 **Shortage Claims:**
TDIS shall only be liable for shortage of lading when there is physical evidence of unauthorized entry into the trailer or container while it was in the possession of TDIS. Seal records will govern shortage claims. It is the shipper's responsibility to provide and apply seals to the trailer or container doors.
- 8.5 **Unlocated Damage Claims:**
Reimbursement shall be made for unlocated damage to lading which occurs in the transportation cycle and is visible at the time of unloading but whose cause cannot be determined by normal inspection.
- 8.6 **Concealed Damage Claim:**
TDIS will not be liable for any concealed damages found within a package, which was not visible, by ordinary observation during unloading.
- 8.7 **Special or Consequential Damages:**
In no event shall TDIS be liable for any special, consequential, indirect or punitive damages, interest, or attorney's fees.

9.0 **LADING VALUE DETERMINATION:**

Determination of value of loss or damage to lading will be based on the invoice value of the lading involved less any appropriate discounts and salvage.

If after damage to lading the lading is reconditioned and sold at the same price at which it would have been sold prior to being damaged, recovery against TDIS shall be limited to the reconditioning cost.

10.0 **EXCLUSIONS:**

TDIS shall not be liable for any loss or damage or delay to lading caused by an act of God, a public enemy, the authority of law, riots, strikes, lockouts, acts of civil disobedience, and inherent nature of the commodity, natural shrinkage, an act or default of the shipper,

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owner or receiver, loss of market value due to delay, environmental temperature changes and humidity.

11.0 LAWSUITS/ARBITRATION:

- 11.1 A lawsuit to recover any amount disallowed must be instituted within 1 year of receipt of written notice from TDIS disallowing a claim or any part or parts thereof specified in that notice.
- 11.2 All lawsuits filed under this Item 255 shall be brought in accordance with the provisions of Title 49 of the United States Code, Section 11707(d)(2)(A).
- 11.3 Upon written agreement of all parties the dispute shall be submitted to binding arbitration in lieu of a lawsuit.
- 11.4 Arbitration of all claims will be held pursuant to the "Plan for Voluntary Arbitration of Freight Loss and Damage Claim Disputes between Rail Carriers and Claimants" developed by the American Arbitration Association and the Association of American Railroads.

12.0 WAIVERS:

No waiver of any provision of this Item 255 shall constitute a future waiver of that provision or a waiver of any other provision.

13.0 PRIVATE EQUIPMENT:

The Customer shall assume all responsibility and liability for any private equipment tendered to TDIS for movement. This shall include all repairs for tires and basic maintenance while in TDIS' care, regardless of location.

Should it be proven that exterior body damage occurred as a result of TDIS drayage, TDIS will be responsible for that damage. This damage must be acknowledged by TDIS while the Dray Tractor is still with the equipment. Any damage after a driver has left the equipment will be the Customer's responsibility.

As with AAR equipment, TDIS will not be responsible for any interior damage that results from the loading or unloading of a trailer or container.

ITEM 260

ADDITIONAL LOSS AND DAMAGE COVERAGE

The rates quoted to shipper provide for loss and damage coverage of up to \$200,000 per trailer or container. Shipper may purchase additional coverage, which provides the same liability coverage as that provided by the Carmack amendment for regulated movements pursuant 49 U.S.C. § 11701 by notifying TDIS in writing 24-hours prior to shipment movement that Shipper wants "full coverage" and that shipper agrees to pay the additional charge contained in the

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circular. Shipper agrees that failure to notify TDIS in writing prior to movement that Shipper desires Carmack coverage constitutes agreement that the shipment will be subject to a \$200,000 limitation of liability, and that neither TDIS, nor any railroad or motor carrier handling the shipment will be liable to shipper, consignee, insurance carrier, or any other party for any amount in excess of \$200,000 in the result of loss of or damage to contents of the shipment under any circumstances.

ITEM 265**IMPLEMENTATION RULES FOR INTERMODAL SAFE CONTAINER ACT OF 1992**

Every foreign and domestic shipper is required to provide its initial carrier with notification of the gross cargo weight of a shipment and a weight certification, containing the information, before tendering an intermodal trailer or container. The certification must be in English and must be made by the party loading the trailer and container. Certification may be transmitted electronically provided it is transmitted to every carrier in the movement and reduced to paper form when provided to each motor carrier. A copy of the certification will be maintained by TDIS for one year after movement. (See Item 135).

Contents of Certificate

1. Title: "INTERMODAL CERTIFICATION"
2. Identification number of trailer or container.
3. Actual gross cargo weight and unit of measure (e.g. tons, hundred weight, kilograms).
4. A reasonable description of the goods (FAK is acceptable).
5. The name and company of the person tendering the loaded container or trailer (or if certified by a carrier pursuant to remedial procedures described below, the name of the carrier providing the certification).
6. The date and a signature. This certificate must be given to the originating carrier.

OVERWEIGHT CITATIONS

Shipper agrees to pay any and all fines, fees and other costs incurred by TDIS associated with overloads plus any transloading and additional shipping of overweight freight.

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ITEM 270

DESCRIPTION OF TRAILERS AND CONTAINERS

For types of trailers and containers, including dimensions and cubical capacities, see the Official Intermodal Equipment Register, OIER 6037-Series, issued by the Intermodal Publishing Company, LTD, 424 West 33rd Street, New York, NY 10001.

ITEM 280

MAXIMUM GROSS WEIGHT OF TRAILER AND LADING

Shipper or his agent shall be liable for any additional costs incurred by TDIS in the handling of any trailer tendered whose gross weight permissible under Federal, State and/or Municipal Weight laws. In no case shall the gross weight exceed 65,000 pounds. Gross weight means combined weight of trailer and lading.

ITEM 300

LONG OR BULKY ARTICLES

TDIS will not accept for transportation articles, which, because of their length or bulk, cannot be loaded in or on trailers without overhang.

ITEM 320

TRAILER SPECIFICATIONS

- (1) Maximum length of trailer must not exceed 53 feet outside measurement, and maximum length of marine container must not exceed 53 feet outside measurement, except as provided in individual rate authorities or Special Commodity Quotations. When trailers or marine containers are equipped with nose-mounted refrigeration unit, such unit must not extend more than 30 inches beyond trailer body, except that trailers exceeding 48 feet outside measurement must not be equipped with a nose-mounted refrigeration unit.
- (2) Maximum width of trailer body or load (outside measurement) 8 feet, 6 inches (see exception).
- (3) Maximum tread (outside wall of tire to outside wall of tire)

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8 feet, 6 inches.

- (4) Maximum height of trailer body or load (outside measurement) (see exception).
- (5) Closed trailers must be equipped with closed side and/or end doors and such doors must be tightly fitted and have suitable locking and/or sealing devices on such equipment. Shipper must provide locks and/or seals to adequately secure the door to protect the lading. Locks placed by shipper will be removed by receiver, and TDIS assumes no responsibility for their return. Open-top or flat bed trailers must be protected by tarpaulin or other adequate protection.
- (6) Tank trailers for TOFC shipment shall meet all requirements and conditions included in AAR Manual of Standards, and Recommended Practices Section 1, M-931, Appendix F. (See Item 325, paragraph 3).
- (7) Trailers must be equipped with suitable tie-down brackets and must be in such condition as to permit safe handling in trailer-on-flat-car service.
- (8) Trailers must comply with TDIS' rules regulating safe loading of trailers on flat cars and protection of equipment.
- (9) Identifying marks and numbers must be plainly shown on each trailer.
 - (A) Maximum width of trailer body or load 8 feet.
 - (B) Maximum height of trailer 12 feet, 6 inches, except trailers in excess of 12 feet, 6 inches, but not in excess of 13 feet, 6 inches in height will be permitted, subject to delay depending on availability of lowdeck (specially equipped) flat cars.

ITEM 330

EXPLOSIVES, DANGEROUS ARTICLES AND OTHER HAZARDOUS MATERIALS

Except for those commodities excluded from exempt transportation, as listed in Item 160 and herein, as amended, the packaging of explosives, dangerous articles, and other hazardous materials that TDIS will accept under these rules must comply with the rules, regulations, and packaging specification set forth in UFC 6000-Series and supplements thereto, and also with the rules, regulations, and packaging specifications prescribed by the Department of Transportation as published in Tariff BOE 6000-Series and supplements thereto.

Articles listed as explosives or hazardous materials in Hazardous Materials Regulations of the Department of Transportation, Tariff BOE 6000-Series, must be described on bills of lading and shipping orders just as they are described in that tariff. Abbreviations must not be used.

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When such descriptions differ from the TDIS Rates and Rules Circular description in connection with which the applicable rate is published, the Circular description must also be shown on bills of lading and shipping orders immediately following the basic description required by the Hazardous Materials Regulations (BOE 6000-Series).

In the loading and unloading of explosives, dangerous articles and other hazardous materials, the shipper, vendor, consignee, beneficial owner or agent thereof, must comply with the rules and regulations prescribed by the Department of Transportation, as published in Tariff BOE 6000-Series.

When unloading is performed by Consignee or Consignee's Agent, Consignee or its Agent must report promptly to delivering carrier, (and prior to the release of equipment, including rail cars, trailers and containers), all instances of broken, leaking, or defective containers of hazardous materials in shipments received by them.

Any person, whether principal or agent, that ships explosives, dangerous articles or other hazardous materials in a manner not in accordance with the requirements set forth in this Rates and Rules Circular, shall be liable for, and indemnify carrier against, all loss or damage caused by such goods.

ITEM 340

PROTECTIVE SERVICE

TDIS does not and shall not hold itself out to provide protective service for any TOFC/COFC shipment. If protective service is required on any shipment, shipper must make separate arrangements with a person other than TDIS for such service.

TDIS will not be responsible for loss or damage to trailer or contents caused by failure of mechanical unit due to lack of fuel or otherwise.

ITEM 360

BENEFICIAL OWNERS

Shippers agents or non-profit shippers associations as defined in Section 402(c) of Part IV of the Interstate Commerce Act, must indicate on Bills of Lading or shipping orders, the names of all Beneficial Owners of the property, or refer in bills of lading or shipping orders to a document containing the names of all Beneficial Owners.

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ITEM 420

SHIPMENTS REQUIRING PERMITS, BONDS OR ESCORTS

Where Federal, State or Municipal Regulations or laws require the securing or providing of Special permits, bonds or escorts, arrangements therefore must be made by consignor or consignee and all additional cost involved in securing or providing such permits, bonds or escorts and, in complying therewith, must be paid by the consignor or consignee.

ITEM 440

OPEN TOP OR FLATBED TRAILERS

TDIS will not accept shipments in flatbed or open-top equipment.

ITEM 460

RETURN OF PALLETS, PALLET SIDES, PLATFORMS OR SKIDS

All returns of pallets, pallet sides, platforms or skids will be shipped TDIS' applicable FAK rates.

ITEM 480

DUNNAGE (See Note)

Except as otherwise provided:

Any temporary blocking, flooring or lining, racks, standards, strips, stakes or similar bracing, dunnage or supports (hereinafter referred to as dunnage) not constituting a shipping carrier, container or package, or a part of the vehicle when required to protect and make shipment secure for transportation must be furnished and installed by the shipper at his expense.

EXPLANATION OF NOTE

The term "dunnage" does not include excelsior, hay, sawdust, shavings, shredded paper, straw, packing cushions or pads or similar packing material.

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ITEM 550

SHIPMENTS FOR WHICH RATES ARE NOT PROVIDED

When a shipment is tendered for movement or found in transportation for which a rate is not provided, the charge to apply will be as follows:

The standard rate for the corresponding shipment plus a minimum penalty charge of \$500.

These prices are governed by PC*Miler Practical Miles, Version 10.0 or subsequent revisions.

ITEM 575

DETENTION / ACCESSORIAL CHARGES

Shipper is allowed two free days. Please see Item 610 for definition of free time.

CHARGES: to be assessed per trailer, per day or fraction thereof:

Please refer to Appendix B – Detention/Accessorial Charges

These charges apply to TDIS supplied trailers. Trailers spotted from a Carrier other than TDIS will be subject to that Carrier's detention rules, regulations, and charges.

PRE-RELEASED TRAILERS/STORAGE

Trailers released ahead of the normal transit time required to effect delivery will be subject to storage charges.

If load is tendered to the railroad and held at the destination ramp, the rules, regulations, and charges published by that railroad will be applied.

TDIS will make every attempt to give the customer the most economical handling of pre-released loads.

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ITEM 585

EQUIPMENT ORDERED AND NOT USED

When TDIS is requested to perform transportation services and dispatches equipment to a point designated, in accordance with the instruction of the party ordering the equipment, and instructions to the carrier are later changed and the equipment is not used due to no fault of the carrier except 'Acts of God', a charge of \$1.35 dollars per mile, from point from which dispatched via PC*Miler Practical Miles on a round-trip basis, subject to a minimum charge of \$150, will be made for the empty miles traveled in connection with the Equipment Ordered and Not Used.

ITEM 600

TRAILER POOLS

TDIS may spot trailers/containers at an agreed upon location at the request of the Customer. The size(s) and type(s) of equipment to be spotted with be agreed upon in advance of creating a pool. The Customer may request changes in pool size and type on an as needed basis. Equipment is to be used in a first in first out basis (FIFO). The Customer will assume responsibility and liability for all equipment in the pool. TDIS will be responsible for all non-damage related repairs based upon AAR rules. TDIS reserves the right to enter any pool and remove empty equipment as deemed necessary for the purpose of inventory control.

ITEM 605

POOL CHARGES

Pool charges are assessed per piece of equipment per day after the expiration of free time. These charges apply to TDIS supplied equipment only. Equipment supplied by a carrier other than TDIS will be subject to that carrier's detention rules, regulations, and charges.

DATE/TIME OF SPOT + 72 HOURS	=	FREE
AFTER 72 HOURS	=	\$30 PER DAY

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ITEM 610

FREE TIME

Spotted trailers/containers will be allowed a free (non-chargeable) time based upon the time/date of spot plus the next 72 hours. Free time shall expire after that 72 hours has elapsed at the specified pool. Transfer from one pool to another without an ingate and subsequent rail movement will not be considered as a break in the allotted free time, and no new free time will begin. The remainder of the free time will be transferred to the new pool location.

ITEM 615

TERMINATION OF SPOTTING AT A POOL

The Customer or their designated party shall notify TDIS when a trailer is available or is no longer needed at that pool. TDIS shall use this time of notification as the end of the cycle for that piece of equipment to stop the calculation of per diem. Any trailer that has been loaded, but cannot be move at the time of notification from the Customer due to a Customer directed schedule, shall continue to accrue pool charges until TDIS can reasonably move that trailer to its intended destination.

ITEM 620

TERMINAL STORAGE

Terminal storage is a charge generated by each railroad per piece of equipment left to sit at ramp location past that railroad's allotted free time. Based upon each specific railroad, free time at a ramp is based upon each railroad's rules. TDIS will pass these charges through to the customer. Storage costs include the day of outgate from the ramp. Holidays can after the free time given by each railroad based upon their recognized holidays.

Please refer to Appendix D for Terminal Storage

ITEM 625

FUEL SURCHARGE

TDIS rates will be subject to a negotiated Fuel Surcharge ("FSC") as the market conditions dictate.

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ITEM 630

MISUSE

TDIS supplied equipment will be considered misused when it is provided, loaded or empty, to a carrier other than TDIS to move out of that location when TDIS spotted that equipment without TDIS' advance consent.

ITEM 670

SHIPMENTS IN BOND

Shipments moving under U.S. Customs Bond are subject to an additional charge of \$150.00 per trailer/container.

ITEM 680

PREPAID FREIGHT CHARGES

All TDIS line-haul transportation charges must be prepaid.

ITEM 720

FREE TIME AND TERMINAL STORAGE CHARGES

This item applies to the following, referred to in this item as "equipment":

- (A) Loaded railroad-owned or controlled trailers – Refer to Appendix A
- (B) Privately owned trailers, loaded or empty – Refer to Appendix A
- (C) Containers, loaded or empty.

NOTIFICATION

Equipment will be considered available when TDIS has notified the notify party (NOA) that the equipment is available for pickup from a TDIS intermodal terminal. NOA must accept notification of equipment availability electronically; i.e., by means of a fax machine, electronic message or as otherwise agreed to in writing. If notification is made by means other than by fax or electronic message or as otherwise agreed to in writing. If notification is made by means other than by fax

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or electronic message, the NOA must agree to be bound by the notified time and date as recorded by TDIS in all matters of storage and otherwise.

Refusal by NOA to accept notification of equipment availability must be transmitted to TDIS electronically, i.e., via fax machine, electronic message, or as otherwise agreed to in writing, no later than 11:59 PM, local time, of the first business day following the day of initial notification.

If the NOA is supplied in error, or TDIS is unable to establish contact, or if the NOA refuses notification, TDIS will contact the Shipper of record via fax machine, electronic message, or as otherwise agreed to in writing, no later than 11:59 PM, local time, of the first business day following the day of refusal to obtain an alternate notify party. The Shipper of record will then be responsible for all terminal storage charges from the date that notification was made to the original NOA.

If a trailer is determined to be unroadworthy after notification has been made, the trucker will immediately advise terminal personnel who will make every reasonable effort to promptly effect repairs. If repairs are made while the trucker remains with the trailer, the initial storage cycle will not be affected. If the repairs are not made within one (1) hour after terminal personnel are advised and the trucker is required to make a return trip:

- (1) TDIS will provide documentation to the trucker stating that repairs cannot be made within one (1) hour, and (2) the initial storage cycle will be cancelled and restarted as of the date the trucker is notified repairs have been made and the unit is available for pickup.

TERMINAL STORAGE CHARGES

Upon expiration of the free time at destination, a terminal storage charge of \$50.00 per day (See Exception) will be assessed for each calendar day or fraction thereof, including Saturdays, Sundays, and all holidays, that the equipment remains at the TDIS intermodal terminal, including periods when the terminal is closed. Hours of operation at each terminal are shown at the beginning of this Circular.

ITEM 900

CURRENCY

Rates and payments are denominated in United States dollars and are not subject to currency exchange tariffs.

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