Millennium Marine Rail, LLC - ExpressRail Elizabeth Terminal Schedule

SETTING FORTH RULES, REGULATIONS, AND RATES ON CONTAINERIZED CARGO MOVING VIA THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY'S EXPRESSRAIL ELIZABETH FACILITY AS OPERATED BY MILLENNIUM MARINE RAIL, LLC

This schedule is issued by Millennium Marine Rail, LLC. This schedule shall be applicable at the Port Authority of New York and New Jersey's ExpressRail Elizabeth Terminal in Port Elizabeth, NJ as operated by Millennium Marine Rail, LLC.

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PURPOSE

The Port Authority of New York and New Jersey's Elizabeth facility is operated by Millennium Marine Rail, LLC as an on-dock double stack rail facility for the limited and express purpose of handling waterborne containerized cargo moving between the railroads serving the ExpressRail Elizabeth facility and vessels loading or discharging containerized cargo in the Port of New York and New Jersey.

INTERMODAL CONTAINER HANDLING FEE:

Effective – July 13, 2026

Millennium Marine Rail, LLC will receive or deliver and load or unload containers to or from railcars at the ExpressRail Elizabeth facility. — **$99.01 per container**

Effective –July 9, 2026

Fuel surcharge - Rate will be adjusted quarterly based on data supplied by the U.S. Dept of Energy. — **$ 6.83 per container**

Baseline diesel gallon price = $3.00
Gallons per container = $2.92

CONTAINER FREE TIME AND DEMURRAGE

Millennium Marine Rail, LLC will establish rules and regulations concerning free time and demurrage on both import and export cargo.

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USE OF NON DOUBLE STACK RAILCARS

Millennium Marine Rail, LLC reserves the right to establish rules and regulations concerning the use of non double stack rail cars.

A handling charge of $100 per container will be assessed against containers discharged from non double stack rail cars. This charge will be applied only when the percentage of non double stack railcars on arriving train as reported on the railroads inbound train consist exceeds 10% of the arriving train's railcar make-up. In the event this 10% allowance is exceeded, all containers discharged from non double stack railcars on the arriving train will be subject to this charge. In the event the total number of non double stack railcars is 10% or less of the arriving train's make-up, charge will not be applied.

SCHEDULE OF EXTRA LABOR RATES

For services to be performed by MMR on request, for which there is no rate in the MMR Schedule, MMR shall charge as follows:

Straight time labor hour	$144.05 per hour
Overtime labor hour	$203.10 per hour

SCHEDULE OF HOURLY EQUIPMENT RATES

Straddle Carrier	$430.89 per hour
Reach Stacker	$289.73 per hour
Rubber Tired Gantry (RTG) crane	$851.16 per hour

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MISCELLANEOUS RATES

Redelivery	$362.69 per unit
Grounding & Mounting	$106.04 each way
Placarding	$251.68 per unit
Over dimensional (load/unload railcars)	$230.63 per unit
Segregation of unit for inspection	$287.09 per unit

REPAIR FEES

Millennium Marine Rail, LLC reserves the right to establish rules and regulations concerning the imposition of a fee for specified types of damage (such as the damage of switches). Nothing contained herein shall limit Millennium Marine Rail, LLC's ability to seek damages from any person or party which is responsible for the damage or destruction of any portion or part of the ExpressRail Elizabeth facility including, but not limited to tracks and switches.

PAYMENT TERMS

The railroads that use the ExpressRail Elizabeth facility, including their agents (the "Users") shall pay all charges published in this tariff upon presentation of invoices and such charges shall be paid within 30 calendar days of the invoice date. Failure to pay any invoice in full within 30 calendar days may result in the suspension of services pending payment in full.

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LIMITATION OF LIABILITY

Liability for loss or damage to any cargo resulting from the failure to exercise due and proper care by Millennium Marine Rail, LLC at the ExpressRail Elizabeth facility, incurred during the handling, loading, unloading, receipt, delivery, or storage of such cargo on the terminal at any time, including applicable free time, shall not exceed $500.00 (US) per package or customary freight unit (as defined in the United States Carriage of Goods by Sea Act) unless the value of the cargo has been declared to Millennium Marine Rail, LLC by the User and Millennium Marine Rail, LLC has agreed, in writing, to accept a different amount of liability prior to its taking custody of, or assuming responsibility for the cargo.

PERFORMANCE OF ANCILLARY RAIL SERVICES

Millennium Marine Rail, LLC reserves the right to perform ancillary rail services including, but not limited to, railcar inspection, railcar maintenance and airing of railcars.

SERVICES NOT SPECIFICALLY PROVIDED FOR

In the event services are requested that are not specifically provided for herein, such requests should be submitted to Millennium Marine Rail, LLC for consideration and establishing of rules, regulations and rates if appropriate. Millennium Marine Rail, LLC reserves the right to subcontract these requested services as well as the services specifically provided herein.

NON WATERBORNE CONTAINERS

Movement of containers through the ExpressRail Elizabeth facility other than waterborne containers moving between the railroads serving the ExpressRail Elizabeth facility and vessels working in the Port of New York and New Jersey is prohibited and Millennium Marine Rail, LLC reserves the right to refuse to load or discharge any nonwaterborne container.

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PORT AUTHORITY IMPOSED FEES

Millennium Marine Rail, LLC shall act on behalf of the Port Authority of New York and New Jersey in the invoicing and collection of fees due the Port Authority for use of the ExpressRail Elizabeth facility as provided in the Port Authority's tariff. All charges of the Port Authority provided for in its tariff shall be due and payable upon presentation of invoices and shall be paid within 30 calendar days of the invoice date. Failure to pay any such invoice in full within 30 calendar days may result in the suspension of services pending payment in full. All charges of the Port Authority collected by Millennium Marine Rail, LLC are in addition to those payable to Millennium Marine Rail, LLC pursuant to this schedule.

INDEMNIFICATION

Users agree to hold harmless and indemnify Millennium Marine Rail, LLC for any loss, liability, claim, suit, expense, cost or charge in connection with the acts or omissions of Users, their agents, employees, contractors or customers ("User Parties") in connection with (i) physical damage or personal injury to whatsoever and whoever caused by the negligence or willful misconduct of such User Party, (ii) failure to properly mark or placard containers or cargo as required by applicable law, (iii) claims by the Port Authority of New York and New Jersey against Millennium Marine Rail, LLC resulting from the User Parties failure to pay amounts when due or otherwise breaching the terms of this tariff.

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DISPUTE RESOLUTION

This tariff and all services provided by Millennium Marine Rail, LLC shall be governed by the laws of the State of New Jersey. Users and Millennium Marine Rail, LLC shall attempt to resolve any disputes regarding the terms of this tariff in an amicable manner. Failing such resolution, the Users and Millennium Marine Rail, LLC agree to the jurisdiction of the state courts of Union County, New Jersey or (if same shall have jurisdiction with respect thereto) the United States District Court for the District of New Jersey.