Effective Date: August 1st, 2025

FREIGHT RAILROAD TRANSPORTATION SERVICES AGREEMENT ENTERED BY AND BETWEEN KANSAS CITY SOUTHERN DE MÉXICO, S.A. DE C.V. (HEREINAFTER, THE "RAILROAD" OR "CPKCM" OR "CPKC DE MEXICO") AND THE USER (AS SUCH TERM IS DEFINED BELOW, AND JOINTLY WITH CPKCM, HEREINAFTER, AS THE "PARTIES"), PURSUANT TO THE FOLLOWING REPRESENTATIONS AND CLAUSES OR SECTIONS.

REPRESENTATIONS

I. CPKCM represents that:

a. It is a Mexican corporation incorporated and in good standing according to the laws of Mexico.

b. The SICT (as such term is defined below) granted it a concession for the operation and exploitation of the Northeastern railroad general communication railway (*Vía General de Comunicación Ferroviaria del Noreste*) and to provide the public freight rail transportation service.

c. Its Federal Taxpayer Registry issued by the Ministry of Finance and Public Credit is KCS- 970506-DQ3.

d. For notifications, its domicile is located at Montes Urales No. 625, Colonia Lomas de Chapultepec, Alcaldía Miguel Hidalgo, C.P. 11000, México, D.F.

e. It will provide the services requested by the User according to the terms and conditions of this Agreement.

II. The User represents that:

a. It has sufficient authority to enter into this Agreement.

b. All the data and information included in the Service Request are accurate and true.

c. The domicile, contact data for notifications, Federal Taxpayers Registry, and other information are indicated in the Service Request.

d. It will receive from CPKCM the services requested through the Service Request and documented through the Bill of Lading, according to the terms and conditions of this Agreement.

e. It knows the current rate applicable for the services requested through the Service Request and documented through the Bill of Lading as well as other Accessorial Services or additional services and understands the content and scope of the Mexican legislation and rules applicable for railroad transportation services, including without limitation the

Regulatory Law, the Railways Law, the Railroad Regulation and the Commerce Code (as such terms are defined below) as well as all the provisions of this Agreement and the Way Bill.

f. It accepts and recognizes that by filling out and delivering the Service Request to CPKCM through any means, including electronic means, or by accepting in any form that CPKCM provides the Services, it fully demonstrates its acceptance to be bound by the terms of the Service Request, the Bill of Lading, and this Agreement as if signing such documents.

Based on the foregoing, both Parties agree to be bound according to the following:

CLAUSES

1. DEFINITIONS.- The Parties agree that for the purposes of this Agreement and the Bill of Lading, the following terms, regardless of their use in the singular or plural form, will have the meaning attributed to them in this Clause:

1.1 Accessorial Services: Means the services related to the Service provided by CPKCM in terms of this Agreement and the Bill of Lading, which may be derived from a request by the User or generated by virtue of the breach of its part in the reception or delivery of the Freight or the Equipment. A complete list of the Accessorial Services can be found in the Accessorial Services Catalog (*Catálogo de Servicios Diversos*), located on the CPKCM's website: https://www.cpkcr.com/en/customer-resources/pricing-and-tariffs (or any successor website page as published by CPKCM from time-to-time).

1.2 Agreement: Means, this public freight railroad transportation services agreement entered by and between CPKCM and the User, which is available for reading and printing on the website of CPKCM, site on www.cpkcr.com

1.3. ARTF: Means, the Regulatory Agency for Railways Transportation (*Agencia Reguladora del Transporte Ferroviario*)

1.4. Car–Hire: Means, the payment made to a railroad for the use of Equipment, for an hour and/or per kilometer.

1.5. Commerce Code: Means, the Federal Commerce Code of Mexico.

1.6. Commodities or Freight: Means, all the products, objects, merchandise, articles, goods, containers, haulers, and/or railroad equipment transported under the Bill of Lading, which are pointed out by the User in the Service Request, and documented by CPKCM in the Bill of Lading.

1.7. Consignee: Means, the destination beneficiary of the Freight stated by the User in the Service Request and documented by CPKCM in the Bill of Lading.

1.8. Dangerous Goods Laws: It has the meaning outlined in Section 7.1.3 of this Agreement.

1.9. Equipment: Means, the railcar or container hauling units (Railroad Equipment or Private Equipment) used to tender the Service.

1.10. Hazardous Commodities: Means, the Dangerous Goods or Hazardous Materials as defined in the Dangerous Goods Laws.

1.11. Loading Rules: It has the meaning outlined in Section 7.1.2 of this Agreement.

1.12. Mexico: Means, the United Mexican States.

1.13. Point of Destination or **Destination:** Means, the point or location appointed by the User in the Service request and documented by CPKCM in the Bill of Lading, finishing the rendering of the Service whether in public tracks, auxiliary tracks, spurs, or installation of the Consignee or third parties or the interchange point with another railroad in which CPKCM must deliver the Freight, ceasing at this moment its liability regarding the Services.

1.14. Point of Origin or **Origin:** Means, the point or location appointed by the User in the Service Request and documented by CPKCM in the Bill of Lading, initiating the rendering of the Service whether in public tracks, auxiliary tracks, spurs, or installation of the Shipper or third parties or the interchange point with another railroad in which the User must deliver the Freight to CPKCM.

1.15. Private Equipment: Means, the railcar ("Private Railcar") or containers ("Private Container") hauling units used to render the Service that are owned, leased, or controlled by the User, Shipper, or the party declared on the Service Request, and are not owned, leased or controlled by CPKCM.

1.16. Railroad Equipment: Means, the railcar or container hauling units used to render the Service that are owned, leased, or controlled by CPKCM.

1.17. Railways Law: Means the General Communication Railways Law (*Ley de Vías Generales de Comunicación*).

1.18. Railways Regulations: Means, the Railways Service Regulations (*Reglamento del Servicio Ferroviario*).

1.19. Rate of Accessorial Services: Means, the consideration that the User must pay to CPKCM for the rendering of the Accessorial Services contained in the Accessorial Services Catalog and the Rules of Application of Accessorial Services (*Reglas de Aplicación del Catálogo de Servicios Diversos*) registered with the Regulatory Agency of Railroad Transportation and available on CPKCM's website: https://www.cpkcr.com/en/customer-resources/pricing-and-tariffs (or any successor website page as published by CPKCM from time-to-time). The aforementioned rules shall be deemed automatically amended as the aforementioned website is updated from time to time by CPKCM.

1.20. Rate of Service: Means, the consideration that the User must pay to CPKCM for the rendering of the Services.

1.21. Regulation for the Transportation of Hazmat: Means, the Regulation for the Land Transportation of Hazardous Materials and Residues (*Reglamento para el Transporte Terrestre de Materiales y Residuos Peligrosos*).

1.22. Regulatory Law: Means, the Railways Regulatory Service Law (*Ley Reglamentaria del Servicio Ferroviario*).

1.23. Restricted Commodities: It has the meaning outlined in Section 4.2 of this Agreement.

1.24. Route: Means, the railroad tracks used for the rendering of the Service from the Point of Origin up to the Point of Destination.

1.25. Service: Means, the public freight railroad transportation service provided by CPKCM in terms of the provisions of this Agreement, the Bill of Lading, the Railways Law, the Regulatory Law, the Railways Regulations, and other applicable legal provisions.

1.26. Service Request: Means the form previously established and authorized by CPKCM, through which whether in a document or electronic means, the User requests the Services and provides information to CPKCM, and once delivered or sent to CPKCM is considered an integral part of the Bill of Lading, binding the User in all its terms and conditions.

1.27. Shipper: Means, the person from whom CPKCM receives the Commodities or Freight for transportation.

1.28. SICT: Means, the Ministry of Infrastructure, Communications and Transportation (*Secretaría de Infraestructura, Comunicaciones y Transportes*).

1.29. Specifications: Means, the expressions and descriptions in regards to quality, nature, value, conditions, state of conservation, weight, volume, marks, external signs of the packages, and other characteristics of the Freight, declared by the User in the Service Request and documented by CPKCM in the Bill of Lading.

1.30. Tariffs and Publications: Means, the rules and standards documents of CPKCM, inclusive of affiliates of CPKCM. Such documents may include rates and charges applicable to the transportation as well as the rules governing such a movement, each as may be amended from time to time, and all as can be found at: https://www.cpkcr.com/en/customer-resources/pricing-and-tariffs

1.31. TUCE: Means, the maximum freight service rates known as the "Sole Rate of Freight and Express" (*Tarifa Única de Carga y Express*) that CPKCM has registered before the ARTF.

1.32. **User:** Means, the individual or legal entity contracting the rendering of the Service including without limitation, the Shipper, Consignee, owner of the Freight, custom agent and in general any person other than CPKCM, that sends, loads, unloads or receives the Freight or has any liability regarding the Freight or that is responsible for performing any obligation derived from this Agreement and the Waybill, including the payment of the Service Rate and/or the Accessorial Services Rate.

1.33. **Bill of Lading (*Carta Porte*).-** Means, the legal title between CPKCM and the User under Article 583 of the Commerce Code, which is comprised of this Agreement, and the form issued by CPKCM electronically by which CPKCM documents the Service, and in which CPKCM includes the information provided by the User through the Service Request as outlined in Article 581 of the Commerce Code.

2. PURPOSE.

2.1. Subject to the terms and conditions of this Agreement, the Bill of Lading, the Railways Law, the Regulatory Law, and the Railways Regulations, CPKCM agrees to transport or cause to be transported, and User agrees to pay for the Service Rate, and ship or cause to be shipped, the Commodities from the Origins to the Destinations via the Route as described in the Service Request and the Bill of Lading.

2.2. The User represents and warrants to CPKCM that it has determined the shipping between the Origins and Destinations and further acknowledges and agrees that the transportation of Commodities by CPKCM under this Agreement may involve the interchange of the Commodities with other railway companies that are not a party to this Agreement, are unaffiliated with CPKCM, and over which CPKCM has no operational, pricing, ownership, or management authority or control (save and except for customer interline, interchange, and/or trackage rights or haulage rights agreements), any such interchange and carriage by other railway being in the usual and normal course of the provision of railway transportation services in Mexico. For greater clarity, the User acknowledges and agrees that such other railways are independent contractors and are not agents, representatives, or subcontractors of CPKCM, nor shall anything in this Agreement be construed as establishing or implying a relationship of agency, subcontractor, or joint venture or partnership between CPKCM and any other railway companies.

2.3. The User acknowledges and agrees that on shipments moving to or from other railway companies, all applicable rules, policies, ordinances, or publications of other railway companies apply to that portion of the shipment on the respective other railway companies, and that the services offered on other railway companies may differ from CPKCM.

2.4. The tender of shipments by User shall constitute and represent the agreement by User to: (i) the terms and provisions as set out in this Agreement, the Bill of Lading, and the Service Request; (ii) the Service Rates and the Auxiliary Services Rates; (iii) the Tariffs and Publications; and (iv) the Regulatory Law, the Railways Law, and the Railways Regulations.

3. QUOTE, SERVICE REQUEST, AND BILL OF LADING.

3.1. Quote.- The User must request CPKCM a quote of the Rate of Service and, if any, of the Accessorial Services Rate to which effect it must indicate at least the Specifications of the Freight, the Points of Origin, and Destination, the volume of the Freight, the Accessorial Services required as well as the type of Railroad Equipment the User deems necessary for the rendering of the Service. The User may request that quote referred to in this Section through (i) request through e-mail to the sales area of CPKCM or through the Customer Solutions Center, or (ii) request through telephone to the Customer Solutions Center of CPKCM.

Once CPKCM receives the quote request, it will confirm to the User the availability of the applicable Railroad Equipment and, if any, assign the Service Rate and/or Accessorial Services Rate, and will send them to the User for acceptance, together with the User code and password, by which the User may access My KCS via the site www.cpkcr.com to fill and send the Service Request.

CPKCM will consider accepting the Service Rate and/or Accessorial Services Rate at the time the User fills and sends the Service Request to CPKCM through the Internet or e-mail to the Client Service Centre of CPKCM, in which the User must make an express reference to the Service Rate and/or the Accessorial Services Rate assigned previously by CPKCM. At any time, CPKCM may change the Service Rate and/or Accessorial Services Rate, provided prior written notification is made in such terms by CPKCM to the User.

3.2. Service Request.- User shall, for each shipment of Commodities under this Agreement, prepare and execute a Service Request before the tender of the Commodities for carriage. Among other information, the User shall provide in the Service Request, the required information for the generation of the Bill of Lading, including without limitation, (i) its name or company name; (ii) its domicile, telephone number, and e-mail for effects of notification; (iii) its Federal Taxpayers Registry; (iv) the name or corporate name, domicile, telephone number, e-mail and Taxpayers Federal Registry of the Shipper and the Consignee and, if any, other User(s); (v) the Point of Origin; (vi) the Point of Destination; (vii) the Specifications of the Freight; (viii) the date requested to begin the Services; (ix) the appointment of the User(s) responsible for the payment of the Services Rate, the Accessorial Services Rate or any other charges; and (x) a 24-hour available contact who is knowledgeable about the Bill of Lading regulations and operations.

User shall deliver each Service Request to CPKCM electronically by one of the following means: (i) submitting EDI 404, (ii) submitting shipping instructions on CPKCM's "MyKCS" internet portal, or as directed by CPKCM from time to time, or (iii) a file transfer protocol, also referred to as FTP. Upon receipt of the Service Request from the User, CPKCM shall generate an electronic Bill of Lading, which shall include the information provided by the User in the Service Request. The Bill of Lading shall be available for the User to review on the CPKCM website. User agrees that the electronic delivery of a Service Request and the generation of a Bill of Lading shall be deemed as the formation of a contract of carriage that incorporates the terms and conditions of this Agreement and that such electronic transmissions shall be deemed to be the equivalent of a fully signed and executed original contract of carriage once the Bill of Lading is generated by CPKCM.

A Bill of Lading is a mandated requirement for all shipments in Mexico. Shipments that do not satisfy the Bill of Lading requirements may be impacted by clearance and/or interchange delays, as well as border set outs. It is required that the User be fully compliant to avoid delayed shipments, additional fees, or even penalties. The user will be responsible for the accuracy of the information that it or its representatives (e.g., custom brokers) provide to CPKCM. CPKCM will not be liable to the User, the importer, or the consignee for any loss or damage to the User's Private Equipment, or the Commodities, to the extent caused by a failure of the User, its importer, consignee, or any other third party to comply in any respect with the Bill of Lading requirements.

CPKCM will not initiate the transport of Commodities, nor receive them in interchange from other carriers, without having the necessary information from the User that would allow CPKCM to issue the Bill of Lading and the invoice, before the provision of the services, including any service provided by third parties hired by User and restrictions imposed by any Mexican governmental entity. CPKCM expects that the User be fully compliant, so there will be no risk of delayed shipments or additional fees or penalties. The User will reimburse and indemnify CPKCM for any losses and damages caused, as well as for the cost and expenses incurred or suffered, as a consequence of the inaccuracy of the information provided to CPKCM by the User or by its representatives, including without limitation, for any set out costs, detentions, penalties and fines determined by the tax and customs authorities.

Refer to the CPKCM Website for further information as it relates to the Bill of Lading and the Mexico Tax Administration Service (SAT) regulations: https:// www.cpkcr.com/en/customer-resources/pricing-and-tariffs.

The User recognizes and accepts that the reception by CPKCM of the Service Request is considered for all legal purposes as the expressed consent of the User to be bound by the terms and conditions established in the Bill of Lading, including the payment of the Service Rate and Accessorial Services Rate.

3.3. Bill of Lading.- Once the Service Request has been received from the User, in the terms of the foregoing Sections, CPKCM will proceed to electronically generate the Bill of Lading through which CPKCM documents the rendering of the Service, which will include the information provided by the User through the Service Request.

In case that due to negligence or fault of the User, the transportation cannot be performed, the Parties agree that the User must pay CPKCM half the Services Rate and Accessorial Services, as the case may be, agreed upon by the Parties, according to Article 591 Section I of the Commerce Code. Similarly, in case of negligence or fault of the User, the transportation cannot be performed and CPKCM had designated a Railroad Equipment for the exclusive purpose of providing the Service and/or the Accessorial Services, the User must pay CPKCM the total Service Rate and/or Accessorial Service Rate, as the case may be, agreed upon by the Parties, according to the provisions established in Section II of Article 591 of the previously mentioned Commerce Code.

3.4. Accuracy of the Information.- The User shall be responsible for the exactness of the representations and the accuracy of the information contained in the Service Request and the Bill of

Lading and shall deliver to CPKCM all documentation and information required for the shipment of the Commodities, informing CPKCM of the special movements required such as over-dimension freights, excess weight freights or speed restriction freights in their movement. In case the information and/or documentation provided by the User is incorrect or incomplete, User shall pay CPKCM for expenses generated by administrative or operational works, including but not limited to charges per Accessorial Services, without prejudice to CPKCM's right to claim to User the payment of damages and losses incurred, if any, as well as the costs and expenses incurred as a result of the imposition of taxes or custom fines due to defaults by User, User's Agents or third parties acting on its behalf (e.g., custom agents). Notwithstanding the foregoing, each Bill of Lading document accompanying Commodities in transit must contain all information required by all applicable laws, rules, and regulations governing the handling, packaging, disposing, and transportation of the Commodities, including Hazardous Commodities.

Additionally, User represents and warrants that it has full rights, title, or interest in the Commodity to tender the Commodity for shipment hereunder, and it has and will maintain in effect all applicable registrations, permits, and licenses required under any applicable laws, rules, or regulations in Mexico to be a User of the Commodities and to ship the Commodities. User shall be responsible for all acts and omissions of its authorized brokers, Commodities-forwarders, transloaders, third-party handlers, consignees, contractors, agents, and representatives (each and together "User's Agents") in so far as it relates to the handling by User or User's Agent of the Commodities tendered for shipment by User to the full extent that User would be liable if it had so acted itself.

3.5. Customs Documentation.- The User must accompany and deliver CPKCM together with the Service Request all the customs documentation required for the import, export, and transit of the Freight, specifying the destination, weight, and numbers of seals placed in the units and contained in the Freight subject to transportation and, if any, the special instructions for handling, in the understanding that the User will be responsible at all times of paying CPKCM all the damages and losses caused as well as the costs and expenses incurred as a consequence of the imposing of fiscal or custom penalties derived from the breach of the User, its representatives or third parties acting under its orders (for example custom agents), of the fiscal and customs provisions in relation, among others, to the requirements of importation and exportation of the Freight. Likewise, in case the customs authorities order CPKCM the detention of the Equipment for causes not attributable to CPKCM, said circumstance will generate a charge to the User of the payment of the Accessorial Services, for all the time in which the Equipment is detained and until its total release. In such a sense, it will be the liability of the User to perform the proceedings before the customs authorities to obtain the release of the Equipment.

4. COMMODITIES AND FREIGHT.

4.1 The Commodities and Freight of the User to be transported by CPKCM will be those described in the Service Request and the Bill of Lading. The User undertakes to deliver CPKCM the Freight according to the Specifications declared in the Service Request and the Bill of Lading, in the understanding that the User will be responsible for the truthfulness and accuracy of the Specifications, as well as any other information declared in the Service Request and the Bill of Lading.

4.2 Commodities and goods described below herein, as well as those described in **Exhibit A** to this Agreement, shall not be accepted by CPKCM for freight transport, and CPKCM will be under no liability for the loss, damage, or theft of the same (the "**Restricted Commodities**"):

- Coins, currencies, valuable documents of any type, metals or precious stones, or articles manufactured over the same.
- Rare or precious articles of extraordinary value.
- Articles that may cause damage to the Railroad Equipment.
- Goods whose possession, marketing, or transportation is prohibited by the current legislation or are of an uncertain origin.
- Acids in glass bottles, which are usually surrounded by a protective cover ("Damajuana" or "Cántaro").
- Live animals.
- Articles that require some type of protection (for example, cloth tops, special shelves, ties, packages, covers, security guards).
- Damaged food.
- Explosives without the express permit from the competent authorities.
- Explosive mixtures or devices containing chlorate and ammonium salts, including substituted ammonium salts or quaternary or an acid substance, including weak base salts and strong acid.
- Damaged containers or containers spilling their content when containing explosives.
- Unstable, deteriorated, or spoiled propulsion material.
- Nitroglycerine.
- Fulminans, which are not made of mercury in capsules.
- Damaged explosives.
- Wet dynamite.
- Explosive substances with such reactivity that may spontaneously react.
- Diethyl glycol dinitrate, or any other liquid explosive not specifically approved by the competent authorities.
- Explosives are specifically prohibited by the Mexican regulations for the transportation of materials and hazardous residues.
- Explosives not performing the criteria of acceptance specified by the Mexican legislation for the transportation of materials and hazardous residues.
- Explosive articles with independent means of initiation or ignition installed unless approved by the National Defense Ministry.
- Fresh Meat, unless otherwise agreed to by CPKCM in writing.
- Perishable products, such as, without limitation, fresh fruit and vegetables, unless otherwise agreed to by CPKCM in writing.
- Loaded firearms.
- Firework articles combining a detonator and an explosive.
- Firework articles containing yellow or white phosphor.
- Miniature torpedoes with an exterior dimension exceeding a maximum of 23 mm (0.906 inches), or containing a mixture of potassium chlorate, black antimuonium (antimuonium Sulphur), and Sulphur, if the weight of the explosive material exceeds 0.26 g (0.01 ounce).

- Radioactive Materials.
- Infectious-biological residues.
- Hazardous Materials and residues that fail to comply with the special conditions specified in Clause 12 of this Agreement.
  Polychlorinated Biphenyl (Transformer Oils).
- Equipment or machinery with oil.
- Chemical precursors and essential chemicals without the express permit from the competent authorities.
- Organochlorides, DDT, chlorofluorocarbons, dioxins, terephthalates, asbestos, PCCB, and PCNB.

5. POINTS OF ORIGIN, POINTS OF DESTINATION, AND ROUTES.- CPKCM will Transport the Freight from the Points of Origin to the Points of Destination indicated in the Service Request and the Bill of Lading through the Routes equally indicated in such Request and the Bill of Lading.

CPKCM may accept requests to change the Points of Destination and the Consignee, only at the express written request from the User, and when the request is timely delivered to CPKCM, concerning the physical location of the Equipment at the time of requesting the change of Destination. The foregoing applies as long as such change of Destination does not affect the rendering of the Services, and the User accepts to pay the Accessorial Services Rate generated by such change.

Likewise, in case the change of Destination affects the continuity of the Service CPKCM, in no case will be bound to provide the Services by other Routes than those originally requested by the User. In this case, CPKCM undertakes no commitment whatsoever regarding the times of delivery times of the Freight.

6. EQUIPMENT.

6.1. Railroad Equipment provided by the Railroad. - The Railroad Equipment will be provided by CPKCM unless the Service Request or the Bill of Lading establishes it will be provided by the User.

CPKCM will not be bound to condition the Railroad Equipment to provide the mechanical protection service against heat or cold weather or any other type of protection unless provided otherwise in the Bill of Lading, and therefore unless otherwise agreed upon in writing, CPKCM will not undertake any liability whatsoever for loss or damage suffered by the Freight derived from the lack of such protection services.

Likewise, CPKCM will not be bound to use special Railroad Equipment unless requested by the User, and the User pays the cost of the use of such special Railroad Equipment.

Before the rendering of the Services, the User must inspect the characteristics of the Railroad

Equipment assigned for the rendering of the Service. If, under the industry standards, such Railroad Equipment fails to perform the characteristics required for the transportation of the Freight, the User may reject the Railroad Equipment assigned without any cost. In case CPKCM does not receive written notification of the rejection within a period of 24 (twenty-four) hours as of the time of receiving the Railroad Equipment of CPKCM, the Railroad Equipment will be considered accepted by the User and adequate for the Freight. Likewise, the User will be responsible for handling and caring for the Railroad Equipment when it is within its facilities, in the understanding that the User must return CPKCM such Railroad Equipment clean, and in the same physical and mechanical conditions in which it was received.

6.2. Private Equipment provided by the User.- In case the User delivers CPKCM the Freight in Private Equipment of the own User, either Private Equipment that is owned, controlled, or leased by the User, such Private Equipment will be subject to the policies and regulations of CPKCM and must comply with the conditions, characteristics and physical and mechanical Specifications that are adequate for their hauling, according to the provisions established by the Mexican legislation, and other applicable provisions.

Without restricting any other provision in this Agreement, User represents and warrants that the Private Equipment provided by the User and used in the shipment of the Commodities are or shall be:

i. in serviceable and suitable condition for the safe transportation of User's Commodities over CPKCM's railway network, including all yards, loading or unloading facilities, transloading facilities, transfer facilities, or any other CPKCM property;

ii. free of design, construction, or mechanical defects, including patent and latent defects ("Defects"), and containing no prohibited or obsolete parts;

iii. complies with all applicable CPKCM Tariffs and Publications; and

iv. in all respects, in full compliance with all applicable industry, federal, state, and local laws, regulations, rules, permits, standards, licenses, and decisions including without limitations those issued, designed, or established by the Association of American Railroads ("AAR") and the International Organization for Standardization ("ISO").

Nothing in this Agreement shall affect, or be construed to affect, any arrangement, interchange agreement, or other agreement between User and CPKCM concerning the use, maintenance, operation, or repair of, or payment for damage to or destruction of, such Private Equipment. The user shall be responsible for any recertification, calibration, or cleaning costs incurred on the Private Equipment and for the proper condition and maintenance of doors, gates, hatches, covers, domes, valves, and other closure mechanisms.

CPKCM shall not be liable for loss of or damage to the Commodity due to defects in the Private Equipment.

Additionally, User represents and warrants that it has full rights, title, or interest in the Private

Equipment necessary for the use and tendering of the Private Equipment for the shipment of Commodities made according to this Contract and that the Private Equipment is fully and properly registered in Railinc's equipment management information system, being the UMLER system (Universal Machine Language Equipment Register).

No mileage allowance will be paid by CPKCM for the use of the User's supplied Private Equipment. If any third party submits a claim to CPKCM demanding payment of mileage allowance(s), User shall, upon notice by, and at the option of CPKCM, either (a) release, defend, indemnify, and hold CPKCM harmless against all such claims (including attorneys' fees and cost of litigation), or (b) reimburse CPKCM in full within 10 (ten) days for payment of any mileage allowance(s) made by CPKCM.

6.3. General Equipment Conditions. In addition to the foregoing, the following conditions shall apply:

6.3.1. CPKCM reserves the right but has no obligation beyond its responsibilities under governing railroad safety laws to inspect shipments to determine that the Commodity and Equipment comply with CPKCM Tariffs and Publications, are properly loaded or Handled (as defined below) by the User.

6.3.2. CPKCM has the right at all times to reject, refuse, or return any shipment that is not in compliance with CPKCM Tariffs and Publications, properly loaded or Handled by User via the reverse route, at the full Rate outlined in this Agreement, and Shipper shall pay all applicable demurrage, detention, and storage costs associated with the shipment.

6.3.3. User shall be responsible for all acts and omissions of its agents or subcontractors insofar as it relates to the handling by User of the Equipment under this Agreement to the full extent that User would be liable if it had so acted itself.

6.3.4. CPKCM is not liable for loss of, or damage to, the Commodity transported due to improper loading of the Commodities according to Section 7.

6.3.5. User acknowledges and agrees that CPKCM's acceptance of any Commodity and Equipment tendered for shipment under this Agreement shall not be deemed to be a waiver, abrogation, modification, or otherwise as having any effect on User's obligations, representations, and warranties as provided in this Agreement.

6.4. Weight of the Equipment.- The weight of Freight of each Equipment will be described in the Service Request and/or the Bill of Lading, which must be subject to the minimum and maximum weight of Freight established by CPKCM for each type of Equipment, which the User represents to know and shall respect at all times. In the event the User loads the Equipment with a weight higher than indicated to CPKCM in the Service Request and/or the Bill of Lading, it must pay to CPKCM the difference between the weight agreed upon and the weight actually transported, multiplying for such purposes such difference by the unit price of the Service Rate per ton, which is obtained by

prorate of the Service Rate between the weight of the Equipment indicated in the Service Request and/or the Bill of Lading.

The foregoing without prejudice of the right of CPKCM to reject the transportation of the Freight if it exceeds the maximum weight permitted for such Equipment, as well as the obligation of the User to indemnify CPKCM for the damages and losses caused because of the over Freight of the Equipment as well as the obligation of the User to pay CPKCM the administrative and operational costs generated if any (for example, cut of car, delays, etc.).

7. PACKAGES, PACKINGS, LOADING, AND UNLOADING

7.1. Packages and Packing.

7.1.1. Loading, unloading, packaging, blocking, bracing, all material handling, and all load securement systems involving the Freight will be for the account of and at the risk of the User or the parties designated by the User and will not be a part of any of the Services and therefore CPKCM is released from any liability or obligation derived from such operations.

7.1.2. Loading Rules.- All loading, blocking, bracing, and packaging must comply with the (i) Regulatory Law and Railways Regulations, (ii) the Commerce Code, (iii) the rules, standards, publications, and methods of the Association of American Railroads ("AAR"), (iv) Mexican Official Norms, and (v) any CPKCM standards including Tariffs and Publications as may be applicable from time to time, (collectively as the "**Loading Rules**"). Any modification in the loading of Commodities relative to the Loading Rules must have the written approval of CPKCM before shipment.

The standards, publications, and methods of the AAR, each as may be amended from time to time, and supplements thereto and successive issues thereof are available at https://aar.com/standards.

CPKCM standards, including Tariffs and Publications, each as may be amended from time to time, and supplements thereto and successive issues thereof, are available at https://www.cpkcr.com

7.1.3. Hazardous Materials or Dangerous Goods. - In addition to the provisions of Section 12 of this Agreement, when hazardous material, hazardous waste, or dangerous material is shipped, the loading, blocking, and bracing must comply with all Mexican regulatory laws and United States federal agency regulations governing the shipment of such materials.

For clarity, CPKCM will receive the Commodities only when the User complies with the provisions of any applicable laws, rules, or regulations in Mexico governing the handling, packaging, disposal, and transportation of dangerous goods or hazardous materials, including, without limitation, the Regulation for the Transportation of Hazmat.

For purposes of this Agreement, "**Dangerous Goods Laws**" means all applicable federal, state, and local laws, statutes, rules, or regulations governing the handling, packaging, disposing, and

transportation of dangerous goods or hazardous materials in Mexico or the United States of America, including but not limited to:

i. Regulation for the Transportation of Hazmat.
ii. Title 49 CFR of the United States Code of Federal Regulations;
iii. Hazardous Materials Transportation Act (49 U.S.C. 5101 et seq.);
iv. Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6901 et seq.);
v. Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 9601 et seq.), and
vi. Regulations promulgated thereunder, if applicable.

Hazardous Materials or Dangerous Goods, as defined in the Dangerous Goods Laws, may be referred to as Hazardous Commodities.

Without restricting any other provision of this Agreement, User represents and warrants that Hazardous Commodities tendered for shipment hereunder are or shall be:

i. fully and accurately described in the Service Request;
ii. tendered in full and strict compliance with all any applicable Dangerous Goods Laws, including properly tested, marked labeled, stenciled, placarded, billed, documented, loaded, unloaded, transferred secured, handled, packaged, disposed cleaned, maintained, closed, and offered for transport (collectively "Handled"); and
iii. in all respects, tendered following the highest applicable governing safety laws and standards, whether such standards are set out in Dangerous Goods Laws, or any applicable laws, rules, and regulations.

7.1.4. In the event of a load shift or other Commodity loading non-compliance event, when it is determined by CPKCM that there was insufficient or improper blocking and bracing or the Commodity is Handled improperly, the User shall be responsible for all expenses resulting from such loading noncompliance including but not limited to repair or replacement of damaged equipment, expenses incurred in adjusting or transferring cargo, loss of or damage to cargo, charges, administrative fees, civil fines, storage and demurrage. All such expenses identified are due and payable before subject railcars will be released by rail CPKCM.

In the event of any leakage, release, spillage, dumping, or other discharge of the Hazardous Commodities while in the custody of CPKCM, User shall, at CPKCM's request, provide prompt advice concerning the proper method of cleanup, disposal, and other remedial actions to take for such leakage, release, spillage, dumping or other discharge, and User shall cooperate fully with CPKCM to expeditiously and prudently abate or eliminate any hazard and to meet the requirements of all Dangerous Goods Laws. Nothing contained in this paragraph, however, shall alter the responsibilities

and obligations of the User under this Agreement.

7.1.5. The User agrees to indemnify CPKCM against all claims, lawsuits, or other demands made against CPKCM as a result of a load shift when it is determined, at the sole discretion of CPKCM, that there was insufficiently or improperly loaded or Handled according to applicable Loading Rules.

7.1.6. Seals. -It is the sole responsibility of the User to apply appropriate and adequate ISO 17712 tamper-resistant barrier seal security devices necessary to protect the cargo while in transit. CPKCM does not apply seals or security devices except in the case of a breach of shipment integrity while in transit. CPKCM does not, in all cases, inspect shipments for seal integrity or the adequacy of seals or security devices. If a seal or security device is broken or missing, the absence or breach of a seal will not create a presumption of contamination or theft without actual physical evidence. As a condition precedent to recovery for loss of, or damage to goods caused by a breach of shipment integrity while in transit, the User is responsible for the documentation of the application of tamper indicative barrier seal type and identification numbers at origin and seal number(s) and type must be included on any claim presented for such losses. CPKCM is not responsible for loss or shortages of any kind without proof that the User applied appropriate and adequate seal security devices, nor shall CPKCM be liable if the seal remains intact from Point of Origin to Point of Destination while on CPKCM rail lines.

7.2. Repairs in Transit.- In case that, due to safety or security reasons of the Freight or the Equipment, the packages and the packings require transit repairs, CPKCM may perform such repairs directly or through third parties without the need to notify the User previously. The expenses incurred due to such repairs will at all times be borne by the User.

7.3. Bulk Freight.- Under the exclusive liability of the User, CPKCM may receive Freight which, by its nature, may be transported in bulk, as long as the User is liable for the operations of loading and unloading of the Equipment.

7.4. Inspection of the Freight.- CPKCM reserves the right to verify the truthfulness and accuracy of the Specifications declared by the User, through inspections to the Freight as deemed convenient, according to the provisions of Article 591, Section V of the Commerce Code reserving equally the right to deny transportation of the Freight which inspection was not allowed or not corresponding to the Specifications declared by the own User and to collect from the User the Service Rate corresponding to the Freight actually transported, which Specifications were not those indicated by the User in the Service Request.

Likewise, in case CPKCM deems the Freight does not correspond to the Specifications or considers that the transportation is jeopardized, it may refuse to provide the Services without any liability. In case the User rejects the inspection of the Freight, CPKCM will be free from any liability and not bound to provide the Service.

The foregoing obligation is regardless of the authorizations of the competent authorities to inspect the Freight at any time during the transportation at any point of the Route, including the Points

of Origin and Destination.

Likewise, the User may, according to the Rules of Application of the Accessorial Service Rate, request CPKCM the revision the Freight, in which case the User will be liable for the costs under the Accessorial Service Rate.

7.5. Falseness or inaccuracy of Representations.- Under the Railroad Regulation, the damages and losses caused by omission, inaccuracy, or falseness in the representations regarding the Specifications of the Freight, will be the exclusive liability of the User, including without limitation any damages and losses caused to the Freight whether by self or third parties, to the environment, the Railroad Equipment and the Freight of CPKCM or third parties.

7.6. Unloading of Merchandise.- The Consignee must unload the Freight at the Point of Destination. Upon concluding the unloading, the User must withdraw from the Railroad Equipment all the material of packaging, packing, or binding, as well as any remaining residues of the Freight, which includes the removal of fumigant labels. Likewise, it must verify that all the doors, caps, hatches, and mechanisms of unloading doors of such Equipment are duly closed and secured and that the Railroad Equipment is delivered clean. Failure to do so, CPKCM may charge the User all the costs and expenses derived from the foregoing, including all expenses regarding the fumigant labels that are not removed. Once the unloading has been concluded, the Consignee undertakes to send CPKCM through telefax or e-mail a notice of release of Railroad Equipment, and such notice will serve to determine the time used by the Consignee in unloading the Freight.

8. DELIVERY AND RECEPTION.

8.1. Delivery.- The User must deliver CPKCM the Freight in terms of Article 588 of the Commerce Code, in the understanding that CPKCM will be bound to care for and keep the Freight under its liability, according to the provisions of the Regulatory Law and the Railways Regulations when the Freight is delivered to CPKCM in the Point of Origin and on the date indicated under the Service Request and the Bill of Lading. For the purposes of this Agreement, CPKCM considers the Freight received when physically located in its power on board the Railroad Equipment and having been documented with the Bill of Lading.

8.2. Reception.- Once the User receives the Equipment at the Point of Destination, all liability of CPKCM will cease, including losses, missing parts, damages, or harm to the Freight, as well as any other liability. For this Agreement, Freight shall be deemed delivered by CPKCM to the User and received by the same at the time CPKCM positions the Railroad Equipment on the destination tracks established in the Service Request. CPKCM must deliver the Freight to the Consignee in the same conditions in which it received it, except normal wear and tear by the passage of time, the transportation, or the normal handling of the Freight, or any other damage to the Freight in terms of the provisions of this Agreement.

8.3. Comparison of the Freight.

8.3.1. CPKCM has the right but not the obligation to inspect, weigh, or reject shipments at origin or anywhere enroute, including destination, for non-compliance with the provisions contained in any applicable rule herein.

8.3.2. Confronta. -The User must notify CPKCM of any loss or damage within one (1) business day of the shipments being placed at the Point of Destination and allow CPKCM or its agent the opportunity to observe the unloading and to inspect the cargo. Such an inspection and validation process shall be referred to as a "Confronta", and is a legal requirement and a condition precedent for the recovery of any claim for loss and damage to Commodities made against CPKCM. CPKCM reserves the right to inspect damaged cargo and to accept or waive requests for verification.

Failure of CPKCM to inspect damaged cargo or if CPKCM waives its right to inspect for whatever reason, will not relieve the burden of the claiming party to establish that cargo was received in a damaged condition or lesser quantity, nor will such failure constitute an admission of liability by CPKCM. CPKCM's waiver of its right to a Confronta inspection verification will not diminish or harm the User's ability to assert its claim against CPKCM. The performance of a Confronta shall not be understood as an acceptance of liability or a guarantee of payment by CPKCM.

8.3.3 In the case that the comparison or inspection of Freight is requested by the User with the only intention of verifying the physical state of the Freight transported without there being any exterior damage in the Equipment or the seals placed on the same, the User will be obligated to pay CPKCM for all costs and expenses generated by such comparison or inspection of the Freight.

8.4. Rejection of the Freight.- User and/or consignee must mitigate damages by receiving the damaged cargo. User and/or consignee may not abandon damaged or partially damaged shipments to CPKCM when the damaged shipment retains any value.

8.5. Sale of Freight.- After 5 (five) calendar days from the date of arrival of the Freight to the Point of Destination, CPKCM may place the unclaimed Freight at the availability of the competent authorities for its sale in terms of the provisions of Article 603 of the Commerce Code. Regarding the foregoing, a minute will be prepared evidencing the authorization of the competent authority of the product of the sale and other facts related thereto. In case the sale is performed, the owner of the Freight or its representative appears, the provisions of Article 604 of the Commerce Code will apply.

8.6. Sale of Perishable Products.- Regarding perishable products, CPKCM may sell the Freight directly without the need for any authorization, once 5 (five) calendar days have passed from the date of arrival of the Freight to the Point of Destination and the Freight has not been claimed. Through the execution of the Bill of Lading, the User expressly authorizes CPKCM to perform the sale of perishable products in terms of this Clause, expressly waiving any claim, suit, or

indemnification against CPKCM and releasing CPKCM from any liability derived from such sale. From such sale, a minute will be prepared evidencing the product of the sale and the facts related thereto.

8.7. Product of the Sale.- In the cases referred to in Items 8.5 and 8.6 above, the product of the sale of the Freight will be applied to the payment of the Services and other Accessorial Services, as well as for the payment of any other liability derived from the Bill of Lading. The remaining, if any, will be at the availability of the owner of the merchandise before evidence of such circumstance.

When the product of the sale of the Freight is not sufficient to cover the Service Rate, the Accessorial Service Rate and other considerations in favor of CPKCM, the User shall be responsible for the payment as mentioned in the Service Request and will be bound to pay CPKCM within the 3 (three) following business days to the date when the payment request is received, any difference in favor of CPKCM that was not covered with the product of the sale of the Freight.

The User accepts and recognizes that CPKCM will not incur any liability by not selling or delaying the sale of the Freight in the hypothesis indicated in items 8.5 and 8.6 above. In such cases, the User will continue being liable for all the charges of storage, delay, right of floor, and other Accessorial Services rendered.

8.8. Intermodal Terminals.- If the User fails to perform the payment of the Freight at the CPKCM´s intermodal terminals, CPKCM will withhold the pickup of a trailer or container from the intermodal terminal until the destination ramp charge payment is made by the User to CPKCM.

9 SERVICE RATES, ACCESSORIAL SERVICES RATES, AND RATE DISCOUNT REDUCTION.

9.1. Service Rates.- User commits to pay CPKCM for the provision of the Services, the Service Rates specified in the Bill of Lading, in terms of Section 10 of this Agreement.

9.2. Charges per Accessorial Services.- CPKCM reserves at all times the right to collect additional considerations to the Service Rate per concept of Accessorial Services including but not limited to intermodal storage, applying the Accessorial Services Rate in effect, which the User, if any, represents to know and commits to pay the amounts for such Accessorial Services in terms of Section 10 of this Agreement.

Any other service not included in the Service Rate or the Accessorial Services Rate must be governed by the provisions established in the regulations, policies, and provisions of CPKCM, and the User will be bound to pay the additional charges according to the policies and guidelines of CPKCM.

9.3. Rate Discount Reduction System (RDD).- The discount with respect to TUCE is included in the Service Rate shall be reduced every month based on the variation in the price of fuel–diesel ("Service Rates Discount Reduction System" or "RDD"). The Service Rates Discount

Reduction System shall be determined based on the distance that your freight shipment moves according to CPKCM´s Service Rates quotation.

- RDD Based on Distance.

Rates for traffic that is subject to the Service Rates Discount Reduction System based on the distance that your freight shipment moves shall be determined per the guidelines published on the following web link:https://www.cpkcr.com/en/customer-resources/pricing-and-tariffs

The applicable Service Rates Discount Reduction System will be included as a shipping condition in the related rate document or agreement contract.

9.4. Intermodal RDD.- Effective on December 1st, 2024, intermodal traffic will be subject to either of the following RDD options based on the User's choice of method on the effective date of the User's rate:

1. an "all-in" linehaul rate, where a fixed fuel surcharge is included in the linehaul rate paid by the customer ("Linehaul Option"); or
2. a fuel surcharge option that disaggregates the fuel surcharge from the linehaul rate, based on the distance of the route in car miles ("Per Mile Option").
3. a fuel surcharge option that disaggregates the fuel surcharge from the linehaul rate, based on a percent of linehaul revenue ("Percent of Revenue Option").

"Linehaul Option", "Per Mile Option", and "Percent of Revenue Option" shall be subject to the guidelines published on our website at: https://www.cpkcr.com/en/customer-resources/pricing-and-tariffs.

User may choose either to be subject to the "Linehaul Option", the "Per Mile Option", or the "Percent of Revenue Option". The RDD method the User selects shall remain in effect for the User's business unless the User requests a change in writing, which change shall become effective on the next rate renewal date.

10. PAYMENTS, INVOICING, DELINQUENT INTEREST, AND TAXES.

10.1. Form of Payment.- Except if a commercial credit or other payment conditions have been agreed upon in writing with the User or as provided last paragraph of this Section 10.1, the User must pay the Service Rate previously and in advance of the date when the Service is performed, through deposit or transfer to the bank accounts CPKCM indicated as follows or to any others indicated for such purposes by CPKCM and notify to the User in writing to the e-mail paymentskcsm@cpkcm.mx.

Payments in Mexican Currency:

Bank:	Banco Citi Mexico, S.A.
Beneficiary:	Kansas City Southern de México, S.A de C.V.
Currency:	Mexican Pesos
CLABE:	124180087005581783
Account:	08700558178
Location:	Moras 850, Colonia Acacias, Benito Juárez, CDMX 03240
SWIFT Code	CITIMXMMXXX
Currency	MXN

Payments in American Dollars:

Bank:	Citibank N.A.
Beneficiary:	Kansas City Southern de México, S.A. de C.V.
Currency:	United States Dollars
Account:	31027935
ABA:	021000089
Location:	388 Greenwich Street, New York, NY 10013
SWIFT Code	CITIUS33
TAX ID	98-0519243
Currency	USD

Bank:	Banco Citi Mexico, S.A.
Beneficiary:	Kansas City Southern de México, S.A. de C.V.
Currency:	United States Dollars
CLABE:	124180000134225081
Account:	00013422508
Location:	Moras 850, Colonia Acacias, Benito Juárez, CDMX 03240
SWIFT Code:	CITIMXMMXX
Currency	USD

Invoicing.- CPKCM will send the User through electronic means (for example, email), for acceptance and payment of the invoice of the Service, containing a description of the rates applicable to such Service. The electronic invoice will be issued when the service originates in CPKCM´s tracks without distinction of client, with or without credit.

The clarifications or complaints of the User for the invoicing of the Service must be presented to CPKCM in a term of 3 (three) calendar days computed as of the date when the User has received from CPKCM the invoice, in the understanding that in case of failure to do so, such invoice will be deemed accepted.

User shall be liable for payment of the transportation charges accruing on a shipment, and nothing herein shall limit the right of CPKCM to require at the time of shipment the prepayment of charges or guarantee thereof. The User will pay CPKCM if the shipment is prepaid, or be responsible for

payment if the shipment is collected, and will pay immediately upon presentation of an invoice by CPKCM. Additionally, CPKCM will have the right to claim payment of the transportation charges from the consignee pursuant to Article 595 of the Commerce Code, in the understanding that the User will remain primarily responsible to CPKCM for paying on time for the Services provided under this Agreement.

Tendering of shipment by the User shall be deemed acceptance of responsibility for payment of all charges accruing on the shipment, including, without limitation, the Service Rates and the Accessorial Services Rates (for example, demurrages, storage charges, etc.). Such payment will not be reduced to offset claims, damages to property, or for other reason.

Under no circumstances or reason, the User may, without the prior and written consent of CPKCM, discount from the payment for the rendering of the Service those charges that, for any reason or cause, CPKCM has in favor of the User. The lack of payment of the Service by the User as well as of the additional Accessorial Services, will give rise to the suspension of the Service by CPKCM without prejudice to its right to claim outstanding payments before the legal courts.

By contracting the service, the User adheres to the terms and conditions established in the Bill of Lading, in particular, the User acknowledges that he will be jointly and severally liable for any unpaid charges that may have been generated by the consignee, terminals, and any other third party that is related to the contracted service on the Bill of Lading.

10.2. Delinquent Interests.- The lack of timely payment of the Services or the Accessorial Services will cause delinquent interest over unpaid balances for all the time of the delay, which will be calculated as established:

In the event the User fails to duly comply with the payment of any amount when due, the User shall be required to pay interest to CPKCM for the entirety of the delay, which shall be calculated by multiplying the amount due by 1.5% if amount is in USD or 2.0% if amount is in MXN for each month or portion of a month that such amount remain unpaid after the original invoice due date until payment in full is received by CPKCM.

In case of partial payments by the User, the amounts delivered to the account of the debt will be applied first to the delinquent interest and after to the principal.

CPKCM will not be obliged to carry out additional activities, nor to include additional information in invoices that are not required by current tax legislation, as an example it is not obliged to upload invoices to portals, follow special processes to issue an invoice, nor to include the purchase order number, nor customize account statements or special reference numbers that have not been included in the original documentation per this Agreement.

In addition, if the User contracts a third party for the administration of its payments, the User will remain primarily responsible to CPKCM for paying on time for the Services provided under this Agreement. CPKCM is not responsible for following up or providing any clarification of payment with

the third party; all clarification must be handled between the User and the third party.

If either Party discovers or is advised of any errors or exceptions related to its invoicing for Service, CPKCM and User will together review the nature of the errors or exceptions, and CPKCM will, as mutually agreed by the Parties, adjust the invoice(s) and resubmit them to User for payment. If User, in good faith, disputes any portion of an invoice, User may withhold payment of any disputed part of an invoice and pay only the undisputed part, and the Parties will endeavor to settle at the earliest possible date any remaining invoice matters in dispute. If the Parties determine that an amount disputed by User is correct, User will pay such amount within five days of the date the amount was determined to be correct. If payments are disputed and later determined to have been due, 1.5% if the amount is in USD or 2.0% if the amount is in MXN of the amount of such payments shall be added to the amount due for each month or portion thereof the payment remained unpaid after the original invoice due date until payment in full is received by CPKCM.

10.3. Taxes. - All the tax contributions (federal, state, or municipal) caused or generated by or due to the rendering of the Service and the additional Accessorial Services will be paid by each one of the Parties as corresponds to them according to the applicable Tax Laws.

11. LIABILITY, INDEMNIFICATION, REDUCTIONS, AND AVERAGES.

11.1. General Liabilities.- CPKCM will be liable for the losses, damages, and harm caused to the Commodities as of the time of receiving the Freight at the Point of Origin until delivered to the Point of Destination, in the terms established in the Bill of Lading, this Agreement, the Regulatory Law, and the Railways Regulation. The liability for CPKCM will be limited and, if any, extinguished according to the Regulatory Law and the Railways Regulation.

Regarding the foregoing, CPKCM represents that it has the necessary insurance to guarantee the risks attributable to CPKCM derived from the rendering of the Service in terms of the provisions of Article 53 of the Regulatory Law and Article 188 of the Railways Regulation.

11.2. Limits of Liability.- Under no circumstances will CPKCM's liability exceed the amounts outlined in Article 52 of the Regulatory Law. CPKCM will be released from all liability for loss, damage, or delay without limitation when the loss or damage is the consequence of any of the following causes:

i. An Act of God or *Force Majeure* event.
ii. An Act of the Public Authority.
iii. An act of a public enemy.
iv. Acts of civil disobedience, including but not limited to armed assaults, riots, civil disorder, and strikes.
v. The inherent quality or characteristics of the product shipped.
vi. Natural shrinkage.
vii. An act or default of the Shipper, owner, or receiver.
viii. Shipments stopped and held in transit at the request of the Shipper, owner, or

receiver of the goods.

ix. Improper loading or packaging.

x. Damage from environmental elements or from other forms of damage such as vandalism, abrasion, vibration, or manufacturing deficiencies, including environmental or inherent damage when Commodities are shipping in exposed or open Equipment.

xi. Use of inadequate or improper rail equipment; equipment that is not suitable for the product shipped.

xii. Causes not attributable directly or indirectly to CPKCM.

xiii. Damage to finished vehicles that measures less than 7.5 cm, otherwise described as less than severity two.

xiv. Any of the causes indicated in Article 51 of the Regulatory Law.

CPKCM shall not be responsible for loss, damage, or delay to the Commodities for amounts of $10,000.00 M.N. (Ten Thousand pesos 00/100 Mexican Currency) or less.

CPKCM is only responsible for loss of or damage to the Commodities or Freight that occurs while the Commodities or Freight is in the specific and physical care and custody of CPKCM. For clarity, CPKCM shall not be responsible for the loss of or damage to the Commodities or Freight that occurs while the Commodities or Freight are in the specific and physical care and custody of a railroad other than CPKCM.

CPKCM will not be responsible for special or consequential damages, indirect or punitive damages arising from loss, damage, suspected contamination, or delay to the Commodities or Freight. CPKCM will not be responsible for attorney fees or interest.

CPKCM will not be responsible for any damages, direct or indirect, that result from an interruption of rail service or other delay, nor does CPKCM guarantee rail service on any scheduled time frame (transit times).

CPKCM will not be responsible for any losses attributable to fluctuations in the market value of the Commodities or Freight.

CPKCM will not be liable for losses, damages, missing parts, or harm suffered by the Commodities or Freight or any other breach of the obligations to its charge included in the Service Request or the Bill of Lading, due to an event of Force Majeure, as defined below.

CPKCM will be released of all liability in case the User fails to inspect the Equipment assigned before being loaded, and in such case, no claim or lawsuit filed for such concepts shall proceed.

The user shall bear the responsibility to inspect and accept or reject any Equipment provided for loading. In the event the User elects to load any Equipment, CPKCM will not be liable for loss or damage caused by defective Equipment. For greater clarity, CPKCM will be released of all liability in case the User fails to inspect the Equipment assigned prior to being loaded, and in such case, no claim or lawsuit filed for such concepts shall proceed.

CPKCM is not responsible for temperature, corrosion, or humidity-related loss or damage.

CPKCM will not be responsible for losses or shortages of any kind without proof that the User applied seal security devices approved by CPKCM. The absence or breach of a seal or security device will not create a presumption of contamination or theft without actual physical evidence.

11.3. Limit of Liability and Value Declared.- Except as otherwise agreed upon in writing by the Parties, and except as provided below, according to the second paragraph of Article 52 of the Regulatory Law the liability of CPKCM for loss of or damage to the Freight shall be limited to an amount equivalent to 15 (fifteen) days' general minimum wage in Mexico City, per metric ton, or the proportional amount in case of shipments of lesser weight, pertaining to the specific weight of the loss or damage to the Commodities or Freight.

Any reference to the general minimum wage as a unit of account, index, base, measure, or reference to determine the amount of obligations by CPKCM, shall be understood to refer to the "Unit of Measurement and Update (UMA)", pursuant to Articles 26 and 123 of the Mexican Constitution, and Article 2 Section III of the Laws to Determine the Value of the Unit of Measurement and Update (Ley Para Determinar el Valor de la Unidad de Medida y Actualización).

In order for CPKCM's liability to be extended under the terms of the first paragraph of Article 52 of the Regulatory Law, User shall (i) confirm to CPKCM previously and in writing its request for such extension, (ii) declare the value of the Freight using the written forms provided by CPKCM for such purposes, (iii) pay the extended liability surcharge referred to in the last paragraph of this Section 11.3, and (iv) comply with each and all of the provisions outlined in the Bill of Lading and this Agreement, including (without limitation) those outlined in the last paragraph of this Section 11.3. Provided all such conditions are met, the liability of CPKCM for loss of or damage to the Freight will be limited to the lesser of the value declared by User or the actual amount of loss or damage, and shall otherwise remain subject to all of the terms and provisions of the Bill of Lading and this Agreement, including all limitations to liability for cargo loss and/or damage outlined therein.

In addition to any other conditions outlined in the Bill of Lading or applicable law, for CPKCM's liability to be extended in terms of the first paragraph of Article 52 of the Regulatory Law, the User shall comply with each and all of the following provisions:

i. User shall provide CPKCM with written notice no less than 5 (five) business days before the corresponding railcar(s) is (are) released for transportation, that User is requesting extended liability in terms of the first paragraph of Article 52 of the Regulatory Law.
ii. The User shall agree to pay the extended liability surcharge determined by and provided in writing by the CPKCM Freight Claim Department for each such shipment.
iii. The extended liability surcharge shall be invoiced to the User as a separate charge and shall be additional to and independent from all transportation rates and/or any

other charges, fees, or rates whatsoever.

11.4. Commodity Involved in Accidents.- In case the Freight is involved in accidents, the User and their Consignee agent are bound to receive the merchandise or objects that are in good condition, leaving with CPKCM only those for which damage is justifiably subject to claim. The reception by the Consignee of merchandise and damaged goods without prior agreement with CPKCM will release CPKCM of all liability.

11.5. Own insurance.- When the User insures the Freight itself, by its own means or through an insurance company, CPKCM will only be liable to all Parties for any loss or damage in accordance with the terms and limitations of Article 52 of the Railroad Service Regulatory Law.

11.6. Claim Filing Requirements and Procedures.

Under the terms of Article 186 of the Railroad Service Regulation, in the case of the total or partial loss of the Freight, the claim must be filed in writing, via telefax, or by electronic mail within a maximum of one hundred and eighty (180) calendar days from the date the corresponding consignee is notified of the loss. All such written or electronic communication of claims shall comply with the minimum requirements contained herein. Claims may only be submitted by the beneficial owner of the cargo or a party to the transportation Agreement and Service Request covering the subject shipment.

All claims must provide the following information:

i. A demand for payment in a specific amount.
ii. Information identifying the CPKCM shipment, including the railcar initials and number, Shipper and receiver identification, shipping date, and commodity.
iii. Origin records as to the condition and quantity of the Commodities or cargo at the time the shipment was given to the origin rail CPKCM. If a shortage is involved, proof of origin seals applied must be furnished.
iv. Destination records as to the condition and quantity of the Commodities or cargo at the time it was received from CPKCM. If the shortage is involved, the destination record of seals must be furnished.
v. Explanation and Verification (proof of the value) of the amount claimed.
vi. Evidence of the disposition of the cargo.
vii. Proof that the shipment was loaded in compliance with Section 7 of this agreement.
viii. The User must present the proof of payment for hauling to commence the claims process.

CPKCM will pay the User the amount of the damages or shortages after the User has confirmed the acceptance of the figure that CPKCM presents as the Settlement Offer and issued the corresponding invoice. The invoice issued to CPKCM to confirm acceptance of the amount offered and to cover the indemnification will not itemize the VAT *(IVA),* following the terms of the Value Added Tax Law.

CPKCM reserves the right to summarily deny all claims submitted that do not contain all or part of the aforementioned documentation.

All loss and Damage Claims filed against CPKCM must be filed with:

Freight Claims Kansas City Southern de Mexico Manual L. Barragan #4850 Nte. 64290 Monterrey, Nuevo Leon Mexico Telefax Number: 8852-0375 or 8852-0331 Toll Free from U.S.: 1-888-812-9512; Toll Free from Mexico: 81.8852.7777 Email address: MexicoFreightClaims@cpkcr.com

11.7. Traffics with Railroad Exchange.- For the traffics that are exchanged with other national railroads or other means of national transportation as well as for the traffics originated in Mexico with a destination in the United States of America or Canada and vice versa when documented through one or more Bill of Ladings in which are included local traffic in Mexico or international traffic in the United States of America and/or Canada as the case may be, CPKCM will only be liable for damages or losses of the Freight a long as: (i) the damage or loss occurs in Mexico and under the direct possession and control of CPKCM and (ii) the damage or loss is duly evidenced without existing any fact or circumstance according to the Mexican legislation or the Bill of Lading that entails a cause of release or exclusion of liability of CPKCM.

11.8. User Indemnification.- CPKCM shall not be liable to User, and User shall indemnify, defend and hold harmless CPKCM and its affiliates, for all loss of or damage to property, injury to or death of persons, or adverse effect on wildlife or the environment (including without limitation attorney's fees and other reasonable costs of litigation), and any other losses and damages incurred by CPKCM or its affiliates, arising from or due to any defects in Private Equipment; any negligent act or omission or willful misconduct of User; any failure by User (or its agents or contractors) to comply with the representations, warranties and covenants made in this Agreement; and failure by User (or its agents or contractors) to comply with the applicable policies, procedures and requirements with respect to the movement of the Commodities including but not limited to: improper loading practices, failure to properly close, secure and tender loaded or empty equipment, or the presence of any trace chemicals or contaminants in the Commodities which are not described in the Commodities' proper shipping name, as provided in the Dangerous Goods Laws as defined in this Agreement.

12. SHIPMENT OF HAZARDOUS MATERIAL, RESIDUES, OR DANGEROUS GOODS, INCLUDING HAZARDOUS MATERIAL SUBJECT TO SPONTANEOUS COMBUSTION, EXPLOSIVES, FLAMMABLE MATERIALS, AND CORROSIVES.-

Under the exclusive liability of the User regarding the risks of damages or loss of hazardous material and residue or dangerous goods commodities (the "Hazardous Commodities"), damages caused to

third parties and their assets, including CPKCM, and damages to the environment, CPKCM will receive the Hazardous Commodities only when the User complies with the provisions of any applicable laws, rules, or regulations in Mexico, including without limitation the Regulation for the Transportation of Hazmat (Reglamento para el Transporte Terrestre de Materiales y Residuos Peligrosos), including during loading and unloading of the Hazardous Commodities, and the terms of this Agreement.

12.1. Identification.- The identification of the merchandise in which the Hazardous Commodities or Freight is evidenced must adjust to the classification referred to in Chapter 1 of the Regulation for the Transportation of Hazmat, as well as the norms containing the lists of these substances and hazardous residues more commonly transported according to its classification, division of risk, secondary risk, the number assigned by United Nations, as well as the special provisions to which the transfer and method of sealing and packaging must be subject, according to the provisions established in Article 17 of such Regulation.

12.2. Obligations.- Before the rendering of the Services, the User must perform the obligations referred to in Article 114 of the Regulation for the Transportation of Hazmat which it expressly represents to know. CPKCM may refuse to provide the Services without any liability in case of breach of the User of such provisions.

12.3. Loading & Tendering. The User represents and warrants responsibility for the safe loading, tender, and unloading of all shipments of Hazardous Commodities. The User shall prepare, bill, and document for shipment, and load and unload, all shipments of Hazardous Commodities by and subject to the Dangerous Goods Laws. The User is responsible for ensuring that contents of all shipments of Hazardous Commodities are fully and accurately described by the proper shipping name, and are classified, packaged, marked, labeled/placarded/safety signed, and in all respects in proper condition for transport according to applicable international and national government regulations, and Section 7 of this Agreement. The User shall have and will maintain in effect all applicable registrations, permits, and licenses required under Dangerous Goods Laws to be a shipper of Hazardous Commodities.

Hazardous Commodities shall be accompanied by any manifests required by Dangerous Goods Laws. The User shall ensure that all Bills of Lading, hazardous waste manifests, and shipping papers generated by the User for Hazardous Commodities originating with or designated to move to the User location under the terms of this Service Request including the full technical shipping description and identification for all Hazardous Commodities covered by the shipping papers and are in all other respects in full compliance with applicable laws, regulations, and this Agreement before such Hazardous Commodities are offered into transportation.

The User shall ensure that, for all Hazardous Commodities originating at the User's sites or transported under the User's control, all Service Request, shipping documents, hazardous waste manifests, and shipping papers generated by it identify an emergency contact who should be contacted in the event of a release or other emergency involving the Hazardous Commodities. The User shall accomplish this by providing the 24-hour emergency contact phone number on the Service

Request and shipping documents *(Carta Porte)* under which the emergency responder will be provided with immediate and continuous access to technical advice.

In the event of any leakage, release, spillage, dumping, or other discharge of the Hazardous Commodities while in the custody of CPKCM, User shall, at CPKCM's request, provide prompt advice concerning the proper method of cleanup, disposal, and other remedial actions to take concerning such leakage, release, spillage, dumping or other discharge, and User shall cooperate fully with CPKCM to expeditiously and prudently abate or eliminate any hazard and to meet the requirements of all Dangerous Goods Laws. Nothing contained in this paragraph, however, shall alter the responsibilities and obligations of the User under this Agreement.

12.4. Unloading.- In the operation of unloading, the User and their Consignee must perform the provision of Article 115 of the Regulation for Land Transportation of Hazardous Material and Residues, which it represents it know.

12.5. Insurance. The User shall purchase, at its own cost and expense, insurance that complies with provisions outlined in the second paragraph of Article 53 of the Regulatory Law and other Applicable Laws, if applicable, or unless otherwise declared in this Agreement.

12.6. Inspection. The User agrees that CPKCM may enter the facilities of the User, upon reasonable notice, to inspect and review all aspects of the loading of Hazardous Commodities. CPKCM reserves the right to reject any shipment of Hazardous Commodities it deems unsafe or otherwise unsuitable for transportation.

12.7. Indemnification.- Any contingency or accident derived from the transportation of Hazardous Commodities and/or residues not attributable to CPKCM must be attended directly by the User within the 24 (twenty four) hours following the notification of the event by CPKCM, in the understanding that in case of failure to do so such contingency or accident may be attended by personnel contracted by CPKCM and the User must pay all the costs originated including the payment of fines that are imposed by any authority against CPKCM, or the User for theses contingencies or damages. Similarly, the User must keep CPKCM safe and harmless from damages and losses that such contingency or accidents cause, and shall indemnify CPKCM without the need for such requirement being of a judicial nature.

The delay in performing the payment of the indemnification by the User will generate a delinquent interest to its charge over the amount of the indemnification claimed equal to the delinquent interest established in item 10.2 of this Agreement.

12.8. Additional Hazardous Commodities Terms and Conditions.

12.8.1. Hydrocarbon Petroleum-Derived Commodities.- Notwithstanding anything to the contrary in this Agreement, should any Hydrocarbon Petroleum-Derived Commodities be transported according to the Bill of Lading, the User represents and warrants further agreement to the terms and conditions of **Exhibit B** attached to this Agreement.

12.8.2. TIH/PIH Commodities.- Notwithstanding anything to the contrary in this Agreement, should any Toxic Inhalation Hazard ("TIH") or Poison Inhalation Hazard ("PIH") Commodity, with the terms TIH or PIH used interchangeably, as defined in the United States Hazardous Materials Regulations be transported according to the Bill of Lading, the User represents and warrants further agreement to the terms and conditions of **Exhibit C** attached to this Agreement.

13. GENERAL PROVISIONS.

13.1. Breach.- If User breaches any of its covenants, conditions, or obligations under this Agreement and the Bill of Lading, including any payment obligation, CPKCM may forthwith upon providing notice to User, cease providing the Services under this Agreement and the Bill of Lading, without prejudice to exercise its other rights and remedies under law.

13.2. Acts of God or Force Majeure.- In the event the User or CPKCM (the "Affected Party") is unable to meet its obligations under this Contract (other than payment of money) because of Acts of God, acts of a Head of State; public enemies, flood, or washout; rockslide, landslide, snow-slide, or avalanche, storm or earthquake; expropriation; fire or explosion, strike, lockout, walkout, or other industrial dispute; labor shortage; war, sabotage, riot, insurrection, or terrorism; derailments; power or fuel shortage; the act or failure to act of any government or regulatory body, any situation outlined in Article 51 of the Regulatory Law or any like causes including any similar type causes (each a "Force Majeure Event"), the obligations of the Affected Party (other than payment of money) shall be relieved of those obligations under this Agreement to the extent its performance is prevented by such Force Majeure Event. Lack of funds shall not be considered a Force Majeure Event

Under a Force Majeure Event, all periods provided for in the applicable agreements shall be extended for a period equal to the period during which the Force Majeure Event is continuing. So far as reasonably possible, the Affected Party will take all reasonable steps to remedy the Force Majeure Event; provided, however, that nothing contained in this provision shall require any Party to settle any dispute. Upon the occurrence of a Force Majeure Event, the Affected Party shall give prompt written notice to the other Party describing the event in question in reasonable detail, and such Affected Party shall also furnish prompt notice when the Force Majeure Event has ended. Failure to provide notice shall not preclude CPKCM from relying on the existence of a Force Majeure Event.

13.3. Assignment and Subcontracting.- The rights and obligations derived from this Agreement may not be assigned to any person without the prior and written consent of CPKCM. CPKCM may subcontract the Services and the Accessorial without the need to notify the User.

13.4. Confidentiality.- The Parties recognize that the Bill of Lading, as well as the correspondence and communications arising from the same, constitute commercial information of a strictly confidential nature (hereinafter, the "Confidential Information"). The User and CPKCM expressly are bound to keep in the strictest confidentiality on each term and condition established in the Confidential Information and may not disclose such Confidential Information for their benefit or the benefit of third parties without the written authorization of the other Party.

13.5. Severability.- If any provision of this Agreement is invalid or unenforceable, it will be deemed not to be contained herein, but without altering the validity of the other provisions, which will be interpreted in such form to obtain the scope that most resembles the original intention of the Parties when executing this document.

13.6. Waiver.- No delay in the exercise of the rights contained in this Agreement, or the omission to enforce them, must be interpreted as a waiver of such right. The implicit or tacit waiver of a right or action in a particular situation will not operate as a waiver of such right or action in any other circumstance.

13.7. Language.- This Agreement is available in English and Spanish Language. Notwithstanding the foregoing, should there be any conflicts between the two versions, the Spanish version shall prevail over the English version.

13.8. Clause Titles.- The titles of the Clauses that appear in this Agreement are exclusively to facilitate their reading and handling and are not deemed to define, limit, or describe their content, and therefore they do not transcend their content nor must be taken into consideration for interpretation purposes.

13.9. Other Agreements.- CPKCM and the User may agree in separate contracts or agreements duly executed by their legal representatives, special conditions or other conditions for the rendering of the Services including the Service Rates in which case the terms and conditions of this Agreement will only apply in a supplementary manner for all that is not provided for in such contract or agreement.

13.10. Compliance with Anti-Corruption Laws: Each Party warrants, represents, and agrees to comply with the applicable Anti-Corruption Laws and Regulations. For purposes of this Agreement, Anti-Corruption Laws and Regulations shall mean (i) the Anti-Corruption National System General Law (*Ley General del Sistema Nacional Anticorrupción*), (ii) the Administrative Liabilities General Law (*Ley General de Responsabilidades Administrativas*), (iii) the Federal Criminal Code (*Código Penal Federal*), (iv) the Foreign Corrupt Practices Act of the United States of America, and (v) any other anti-corruption or anti-bribery law applicable to any of the Parties and their respective affiliates. Likewise, Parties agree to fully cooperate with any investigation conducted by any Governmental Authority. For this Agreement, Governmental Authority shall mean any federal, state, or local government, department, office, agency, court, board, or commission having jurisdiction over a party. Each party shall indemnify and hold harmless the other Party for any violation by the indemnifying Party of this section and/or any provision of the Anti-Corruption Laws and Regulations.

13.11. Applicable Legislation and Jurisdiction.- The Parties expressly submit to the Mexican Federal Laws, including the Regulatory Law, the Railroad Regulation, the Commerce Code, and other applicable provisions for anything not provided in the Bill of Lading.

In case of any dispute arising in relation to the rendering of the Services or derived from the interpretation of the Bill of Lading, the Parties expressly submit to the jurisdiction of the competent federal courts based in Mexico City, waiving any other jurisdiction that may correspond to them whether by virtue of the Points of Origin or Destination, whether in the national territory or abroad, their current or future domiciles or any other cause.

Effective Date: August 1st, 2025

EXHIBIT A

TO THE FREIGHT RAILROAD TRANSPORTATION SERVICES AGREEMENT ENTERED BY AND BETWEEN KANSAS CITY SOUTHERN DE MÉXICO, S.A. DE C.V., AND THE USER

COMMODITIES NOT ACCEPTED BY CPKCM FOR FREIGHT RAIL TRANSPORTATION

Terms not defined in this Exhibit shall have the meaning assigned to them in the Agreement.

CPKCM and the User agree that the following provisions are mandatory to the Parties and are an integral part of the Agreement to which they are attached.

In addition to the Restricted Commodities outlined in Clause 4.2 of the Agreement, the following Commodities shall not be accepted by CPKCM for freight rail transportation:

UN/NA	PSN
NA0124	JET PERFORATING GUNS, CHARGED OIL WELL, WITH DETONATOR
NA0124	JET PERFORATING GUNS, CHARGED
NA1556	JET PERFORATING GUNS, CHARGED
NA1955	METHYLDICHLOROARSINE
NA1967	ORGANIC PHOSPHATE, MIXED WITH COMPRESSED GAS
NA2742	PARATHION AND COMPRESSED GAS MIXTURE
NA2742	SEC-BUTYL CHLOROFORMATE
NA2845	ISOBUTYLCHLOROFORMATE
NA2845	METHYL PHOSPHONOUSDICHLORIDE
NA2927	ETHYL PHOSPHONOUS DICHLORIDE, ANHYDROUS
NA2927	ETHYLPHOSPHORODICHLORIDATE
NA9035	ETHYL PHOSPHONOTHIOIC DICHLORIDE, ANHYDROUS
NA9202	GAS IDENTIFICATION SET
NA9206	CARBON MONOXIDE, REFRIGERATED LIQUID
NA9263	CHLOROPIVALOYLCHLORIDE
NA9264	3,5-DICHLORO-2,4,6- TRIFLUOROPYRIDINE
NA9269	TRIMETHOXYSILANE
UN0004	AMMONIUM PICRATE
UN0005	CARTRIDGES FOR WEAPONS
UN0006	CARTRIDGES FOR WEAPONS

UN/NA	PSN
UN0007	CARTRIDGES FOR WEAPONS
UN0009	AMMUNITION, INCENDIARY
UN0015	AMMUNITION, SMOKE
UN0018	AMMUNITION, TEAR-PRODUCING
UN0020	AMMUNITION, TOXIC
UN0027	BLACK POWDER
UN0028	BLACK POWDER, COMPRESSED
UN0029	DETONATORS, NON-ELECTRIC
UN0030	DETONATORS, ELECTRIC
UN0033	BOMBS
UN0034	BOMBS
UN0035	BOMBS
UN0037	BOMBS, PHOTO-FLASH
UN0038	BOMBS, PHOTO-FLASH
UN0039	BOMBS, PHOTO-FLASH
UN0042	BOOSTERS
UN0043	BURSTERS
UN0048	CHARGES, DEMOLITION
UN0049	CARTRIDGES, FLASH
UN0056	CHARGES, DEPTH
UN0059	CHARGES, SHAPED
UN0060	CHARGES, SUPPLEMENTARY EXPLOSIVE
UN0065	CORD, DETONATING
UN0072	CYCLOTRIMETHYLENE- TRINITRAMINE, WETTED
UN0073	DETONATORS FOR AMMUNITION
UN0074	DIAZODINITROPHENOL,WETTED
UN0075	DIETHYLENEGLYCOLDINITRATE, DESENSITIZED
UN0076	DINITROPHENOL
UN0078	DINITRORESORCINOL
UN0079	HEXANITRODIPHENYLAMINE
UN0081	EXPLOSIVE, BLASTING, TYPE A
UN0082	EXPLOSIVE, BLASTING, TYPE B
UN0083	EXPLOSIVE, BLASTING, TYPE C
UN0084	EXPLOSIVE, BLASTING, TYPE D
UN0094	FLASH POWDER

UN/NA	PSN
UN0099	FRACTURING DEVICES, EXPLOSIVE
UN0102	CORD, DETONATING
UN0106	FUSES, DETONATING
UN0107	FUSES, DETONATING
UN0113	GUANYLNITROSAMINOGUANYLIDENEHYDRAZI WETTED
UN0114	GUANYL NITROSAMINOGUANYL- TETRAZENE, WETTED
UN0118	HEXOLITE
UN0121	IGNITERS
UN0124	JET PERFORATING GUNS, CHARGED
UN0129	LEAD AZIDE, WETTED
UN0130	LEAD STYPHNATE, WETTED
UN0133	MANNITOL HEXANITRATE, WETTED
UN0135	MERCURY FULMINATE, WETTED
UN0136	MINES
UN0137	MINES
UN0138	MINES
UN0143	NITROGLYCERIN, DESENSITIZED
UN0144	NITROGLYCERIN SOLUTION IN ALCOHOL
UN0146	NITROSTARCH
UN0147	NITRO UREA
UN0150	PENTAERYTHRITE TETRANITRATE, WETTED
UN0151	PENTOLITE
UN0153	TRINITROANILINE
UN0154	TRINITROPHENOL
UN0155	TRINITROCHLOROBENZENE
UN0160	POWDER, SMOKELESS
UN0167	PROJECTILES
UN0168	PROJECTILES
UN0169	PROJECTILES
UN0171	AMMUNITION, ILLUMINATING
UN0180	ROCKETS
UN0181	ROCKETS
UN0182	ROCKETS
UN0192	SIGNALS, RAILWAY TRACK, EXPLOSIVE
UN0194	SIGNALS, DISTRESS

UN/NA	PSN
UN0196	SIGNALS, SMOKE
UN0204	SOUNDING DEVICES, EXPLOSIVE
UN0207	TETRANITROANILINE
UN0208	TRINITROPHENYLMETHYL- NITRAMINE
UN0209	TRINITROTOLUENE
UN0213	TRINITROANISOLE
UN0214	TRINITROBENZENE
UN0215	TRINITROBENZOIC ACID
UN0216	TRINITRO-M-CRESOL
UN0217	TRINITRONAPHTHALENE
UN0218	TRINITROPHENETOLE
UN0219	TRINITRORESORCINOL
UN0220	UREA NITRATE
UN0221	WARHEADS,TORPEDO
UN0222	AMMONIUM NITRATE
UN0224	BARIUM AZIDE
UN0225	BOOSTERS WITH DETONATO
UN0226	CYCLOTETRAMETHYLENE- TETRANITRAMINE, WETTED
UN0238	ROCKETS, LINE THROWING
UN0241	EXPLOSIVE, BLASTING, TYPE E
UN0243	AMMUNITION, INCENDIARY, WHITE PHOSPHORUS
UN0245	AMMUNITION, SMOKE, WHITE PHOSPHORUS
UN0248	CONTRIVANCES, WATER-ACTIVATED
UN0266	OCTOLITE
UN0268	BOOSTERS WITH DETONATOR
UN0271	CHARGES, PROPELLING
UN0279	CHARGES, PROPELLING, FOR CANNON
UN0280	ROCKET MOTORS
UN0281	ROCKET MOTORS
UN0282	NITROGUANIDINE
UN0283	BOOSTERS
UN0284	GRENADES
UN0285	GRENADES
UN0286	WARHEADS, ROCKET
UN0287	WARHEADS, ROCKET
UN0288	CHARGES, SHAPED, FLEXIBLE, LINEAR

UN/NA	PSN
UN0290	CORD, DETONATING
UN0291	BOMBS
UN0292	GRENADES
UN0293	GRENADES
UN0294	MINES
UN0295	ROCKETS
UN0296	SOUNDING DEVICES, EXPLOSIVE
UN0313	SIGNALS, SMOKE
UN0314	IGNITERS
UN0321	CARTRIDGES FOR WEAPONS
UN0322	ROCKET MOTORS WITH HYPERGOLIC LIQUIDS
UN0324	PROJECTILES
UN0326	CARTRIDGES FOR WEAPONS, BLANK
UN0328	CARTRIDGES FOR WEAPONS, INERT PROJECTILE
UN0329	TORPEDOES
UN0330	TORPEDOES
UN0333	FIREWORKS
UN0334	FIREWORKS
UN0340	NITROCELLULOSE
UN0341	NITROCELLULOSE
UN0346	PROJECTILES
UN0354	ARTICLES, EXPLOSIVE, N.O.S.
UN0355	ARTICLES, EXPLOSIVE, N.O.S.
UN0357	SUBSTANCES, EXPLOSIVE, N.O.S.
UN0358	SUBSTANCES, EXPLOSIVE, N.O.S.
UN0360	DETONATOR ASSEMBLIES, NON-ELECTRIC
UN0364	DETONATORS FOR AMMUNITION
UN0369	WARHEADS, ROCKET
UN0372	GRENADES, PRACTICE
UN0374	SOUNDING DEVICES, EXPLOSIVE
UN0375	SOUNDING DEVICES, EXPLOSIVE
UN0377	PRIMERS, CAP TYPE
UN0380	ARTICLES, PYROPHORIC
UN0381	CARTRIDGES, POWER DEVICE
UN0382	COMPONENTS, EXPLOSIVE TRAIN, N.O.S.
UN0385	5-NITROBENZOTRIAZOL
UN0386	TRINITROBENZENESULFONICACID

UN/NA	PSN
UN0387	TRINITROFLUORENONE
UN0388	TRINITROTOLUENE AND TRINITROBENZENE MIXTURES
UN0389	TRINITROTOLUENE MIXTURES CONTAINING TRINITROBENZENEANDHEXANITROSTILBENE
UN0390	TRITONAL
UN0391	RDX AND CYCLOTETRA- METHYLENETETRA- NITRAMINE, MIXTURES, WETTED
UN0391	RDX AND HMX MIXTURES, WETTED
UN0391	HEXOGEN AND CYCLO- TETRAMETHYLENETETRA-NITRAMINE,MIXTURES, DESENSITIZED
UN0392	HEXANITROSTILBENE
UN0393	HEXOTONAL
UN0394	TRINITRORESORCINOL,WETTED
UN0395	ROCKET MOTORS, LIQUID FUELED
UN0397	ROCKETS, LIQUID FUELED
UN0398	ROCKETS, LIQUID FUELED
UN0399	BOMBS WITH FLAMMABLE LIQUID
UN0400	BOMBS WITH FLAMMABLE LIQUID
UN0401	DIPICRYL SULFIDE
UN0402	AMMONIUM PERCHLORATE
UN0408	FUZES, DETONATING
UN0409	FUZES, DETONATING
UN0411	PENTAERYTHRITETETRANITRATE
UN0413	CARTRIDGES FOR WEAPONS, BLANK
UN0414	CHARGES, PROPELLING, FOR CANNON
UN0415	CHARGES, PROPELLING
UN0418	FLARES, SURFACE
UN0419	FLARES, SURFACE
UN0420	FLARES, AERIAL
UN0421	FLARES, AERIAL
UN0426	PROJECTILES
UN0428	ARTICLES, PYROTECHNIC
UN0429	ARTICLES, PYROTECHNIC
UN0433	POWDER CAKE, WETTED
UN0434	PROJECTILES
UN0436	ROCKETS
UN0439	CHARGES, SHAPED

UN/NA	PSN
UN0442	CHARGES, EXPLOSIVE, COMMERCIAL
UN0443	CHARGES, EXPLOSIVE, COMMERCIAL
UN0449	TORPEDOES, LIQUID FUELED
UN0451	TORPEDOES
UN0457	CHARGES, BURSTING, PLASTICS BONDED
UN0458	CHARGES, BURSTING, PLASTICS BONDED
UN0461	COMPONENTS, EXPLOSIVE TRAIN, N.O.S.
UN0462	ARTICLES, EXPLOSIVE, N.O.S.
UN0463	ARTICLES, EXPLOSIVE, N.O.S.
UN0464	ARTICLES, EXPLOSIVE, N.O.S.
UN0465	ARTICLES, EXPLOSIVE, N.O.S.
UN0466	ARTICLES, EXPLOSIVE, N.O.S
UN0467	ARTICLES, EXPLOSIVE, N.O.S
UN0468	ARTICLES, EXPLOSIVE, N.O.S
UN0469	ARTICLES, EXPLOSIVE, N.O.S
UN0473	SUBSTANCES, EXPLOSIVE, N.O.S.
UN0474	SUBSTANCES, EXPLOSIVE, N.O.S.
UN0475	SUBSTANCES, EXPLOSIVE, N.O.S.
UN0476	SUBSTANCES, EXPLOSIVE, N.O.S.
UN0483	CYCLOTRIMETHYLENE-TRINITRAMINE, DESENSITIZED
UN0484	CYCLOTETRAMETHYLENE-TETRANITRAMINE, DESENSITIZED
UN0489	DINITROGLYCOLURIL
UN0490	NITROTRIAZOLONE
UN0496	OCTONAL
UN0497	PROPELLANT, LIQUID
UN0498	PROPELLANT, SOLID
UN0502	ROCKETS
UN0504	1H-TETRAZOLE
UN1005	AMMONIA, ANHYDROUS
UN1008	BORON TRIFLUORIDE
UN1016	CARBON MONOXIDE, COMPRESSED
UN1023	COAL GAS, COMPRESSED
UN1026	CYANOGEN
UN1045	FLUORINE, COMPRESSED

UN/NA	PSN
UN1048	HYDROGEN BROMIDE, ANHYDROUS
UN1050	HYDROGEN CHLORIDE, ANHYDROUS
UN1051	HYDROGEN CYANIDE, STABILIZED
UN1052	HYDROGEN FLUORIDE, ANHYDROUS
UN1053	HYDROGEN SULFIDE
UN1062	METHYL BROMIDE
UN1064	METHYL MERCAPTAN
UN1067	DINITROGEN TETROXIDE
UN1069	NITROSYL CHLORIDE
UN1071	OIL GAS, COMPRESSED
UN1076	PHOSGENE
UN1079	SULFUR DIOXIDE
UN1082	TRIFLUOROCHLOROETHYLENE, STABILIZED
UN1092	ACROLEIN, STABILIZED
UN1098	WASTE ALLYL ALCOHOL
UN1098	ALLYL ALCOHOL
UN1135	ETHYLENECHLOROHYDRIN
UN1143	CROTONALDEHYDE
UN1163	DIMETHYLHYDRAZINE, UNSYMMETRICAL
UN1182	ETHYL CHLOROFORMATE
UN1185	ETHYLENEIMINE, STABILIZED
UN1238	METHYLCHLOROFORMATE
UN1239	METHYL CHLOROMETHYL ETHER
UN1244	METHYLHYDRAZINE
UN1251	METHYL VINYL KETONE, STABILIZED
UN1259	NICKEL CARBONYL
UN1380	PENTABORANE
UN1510	TETRANITROMETHANE
UN1541	ACETONE CYANOHYDRIN, STABILIZED
UN1560	ARSENIC TRICHLORIDE
UN1569	BROMOACETONE
UN1580	CHLOROPICRIN
UN1581	CHLOROPICRIN AND METHYL BROMIDE MIXTURES
UN1582	CHLOROPICRIN AND METHYL CHLORIDE MIXTURES

UN/NA	PSN
UN1589	CYANOGEN CHLORIDE, STABILIZED
UN1595	DIMETHYL SULFATE
UN1605	ETHYLENE DIBROMIDE
UN1612	HEXAETHYL TETRAPHOSPHATE AND COMPRESSED GAS
UN1613	HYDROCYANIC ACID, AQUEOUS SOLUTIONS
UN1647	METHYL BROMIDE AND ETHYLENE DIBROMIDE MIXTURES, LIQUID
UN1660	NITRIC OXIDE, COMPRESSED
UN1670	PERCHLOROMETHYLMERCAPTAN
UN1672	PHENYLCARBYLAMINECHLORIDE
UN1695	CHLOROACETONE, STABILIZED
UN1722	ALLYL CHLOROFORMATE
UN1741	BORON TRICHLORIDE
UN1744	BROMINE
UN1745	BROMINEPENTAFLUORIDE
UN1746	BROMINE TRIFLUORIDE
UN1749	CHLORINE TRIFLUORIDE
UN1752	CHLOROACETYLCHLORIDE
UN1754	CHLOROSULFONIC ACID
UN1809	PHOSPHORUSTRICHLORIDE
UN1810	PHOSPHORUSOXYCHLORIDE
UN1829	SULFUR TRIOXIDE, STABILIZED
UN1831	WASTE SULFURIC ACID, FUMING
UN1831	SULFURIC ACID, FUMING
UN1834	SULFURYL CHLORIDE
UN1838	TITANIUM TETRACHLORIDE
UN1859	SILICON TETRAFLUORIDE
UN1892	ETHYLDICHLOROARSINE
UN1911	DIBORANE
UN1953	COMPRESSED GAS, TOXIC, FLAMMABLE, N.O.S.
UN1955	COMPRESSED GAS, TOXIC, N.O.S.
UN1967	INSECTICIDE GASES, TOXIC, N.O.S.
UN1975	NITRIC OXIDE AND DINITROGEN TETROXIDE MIXTURES
UN1994	IRON PENTACARBONYL
UN2032	NITRIC ACID, RED FUMING

UN/NA	PSN
UN2186	HYDROGEN CHLORIDE, REFRIGERATED LIQUID
UN2188	ARSINE
UN2189	DICHLOROSILANE
UN2190	OXYGEN DIFLUORIDE, COMPRESSED
UN2191	SULFURYL FLUORIDE
UN2192	GERMANE
UN2194	SELENIUM HEXAFLUORIDE
UN2195	TELLURIUMHEXAFLUORIDE
UN2196	TUNGSTENHEXAFLUORIDE
UN2197	HYDROGEN IODIDE, ANHYDROUS
UN2198	PHOSPHORUSPENTAFLUORIDE
UN2199	PHOSPHINE
UN2202	HYDROGEN SELENIDE ANHYDROUS
UN2204	CARBONYL SULFIDE
UN2232	2-CHLOROETHANAL
UN2334	ALLYLAMINE
UN2337	PHENYLMERCAPTAN
UN2382	DIMETHYLHYDRAZINE, SYMETRICAL
UN2407	ISOPROPYLCHLOROFORMATE
UN2417	CARBONYL FLUORIDE
UN2418	SULFUR TETRAFLUORIDE
UN2420	HEXAFLUOROACETONE
UN2421	NITROGEN TRIOXIDE
UN2438	TRIMETHYLACETYLCHLORIDE
UN2442	TRICHLOROACETYLCHLORIDE
UN2474	THIOPHOSGENE
UN2477	METHYLISOTHIOCYANATE
UN2480	METHYL ISOCYANATE
UN2481	ETHYL ISOCYANATE
UN2482	N-PROPYL ISOCYANATE
UN2483	ISOPROPYL ISOCYANATE
UN2484	TERT-BUTYL ISOCYANATE
UN2485	N-BUTYL ISOCYANATE
UN2486	ISOBUTYL ISOCYANATE
UN2487	PHENYL ISOCYANATE
UN2488	CYCLOHEXYL ISOCYANATE

UN/NA	PSN
UN2521	DIKETENE, STABILIZED
UN2534	METHYLCHLOROSILANE
UN2548	CHLORINE PENTAFLUORID
UN2605	METHOXYMETHYLISOCYANATE
UN2606	METHYL ORTHOSILICATE
UN2644	METHYL IODIDE
UN2646	WASTE HEXACHLOROCYCLO- PENTADIENE
UN2646	HEXACHLOROCYCLOPENTADIENE
UN2668	CHLOROACETONITRILE
UN2676	STIBINE
UN2692	BORON TRIBROMIDE
UN2740	N-PROPYLCHLOROFORMATE
UN2743	N-BUTYLCHLOROFORMATE
UN2826	ETHYLCHLOROTHIOFORMATE
UN2901	BROMINE CHLORIDE
UN2908	RADIOACTIVE MATERIAL, EXCEPTED PACKAGE-EMPTYPACKAGING
UN2909	RADIOACTIVE MATERIAL, EXCEPTED PACKAGE- ARTICLES MANUFACTURED
UN2910	RADIOACTIVE MATERIAL, EXCEPTED PACKAGE- LIMITED QUANTITY OF MATERIAL
UN2911	INSTRUMENTS
UN2912	RADIOACTIVE MATERIAL, LOW SPECIFIC ACTIVITY (LSA-I)
UN2913	RADIOACTIVE MATERIAL, SURFACE CONTAMINATED OBJECTS (SCO-I)
UN3023	2-METHYL-2-HEPTANETHIOL
UN3057	TRIFLUOROACETYLCHLORIDE
UN3079	METHACRYLONITRILE, STABILIZED
UN3083	PERCHLORYL FLUORIDE
UN3160	LIQUIFIED GAS, TOXIC, FLAMMABLE, N.O.S.
UN3162	LIQUIFIED GAS, TOXIC, N.O.S.
UN3168	GAS SAMPLE, NON-PRESSURIZED, TOXIC, FLAMMABLE,
UN3169	GAS SAMPLE, NON-PRESSURIZED, TOXIC, N.O.S.
UN3246	METHANESULFONYLCHLORIDE

UN/NA	PSN
UN3294	HYDROGEN CYANIDE, SOLUTION IN ALCOHOL
UN3300	ETHYLENE OXIDE AND CARBON DIOXIDE MIXTURE
UN3303	COMPRESSED GAS, TOXIC, OXIDIZING, N.O.S
UN3304	COMPRESSED GAS, TOXIC, CORROSIVE, N.O.S.
UN3304	COMPRESSED GAS, TOXIC, CORROSIVE, N.O.S.
UN3305	COMMPRESSED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.
UN3306	COMPRESSED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.
UN3307	LIQUIFIED GAS, TOXIC, OXIDIZING, N.O.S.
UN3308	LIQUIFIED GAS, TOXIC, CORROSIVE, N.O.S.
UN3309	LIQUIFIED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.
UN3310	LIQUIFIED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.
UN3318	AMMONIA SOLUTIONS
UN3355	INSECTICIDE GASES, TOXIC FLAMMABLE, N.O.S.
UN3381	TOXIC BY INHALATION LIQUID, N.O.S.
UN3382	TOXIC BY INHALATION LIQUID, N.O.S.
UN3383	TOXIC BY INHALATION LIQUID, FLAMMABLE, N.O.S.
UN3384	WASTE, TOXIC BY INHALATION LIQUID, FLAMMABLE, N.O.S.
UN3384	TOXIC BY INHALATION LIQUID, FLAMMABLE,
	N.O.S.
UN3384	TOXIC BY INHALATION LIQUID, FLAMMABLE,
	N.O.S. (HYDROGEN SULFIDE, 1,3 BUTADIENE)
UN3385	TOXIC BY INHALATION LIQUID, WATER-REACTIVE, N.O.S.
UN3386	TOXIC BY INHALATION LIQUID, WATER-REACTIVE, N.O.S.
UN3387	TOXIC BY INHALATION LIQUID, OXIDIZING, N.O.S.
UN3388	TOXIC BY INHALATION LIQUID, OXIDIZING, N.O.S.
UN3389	TOXIC BY INHALATION LIQUID, CORROSIVE,

UN/NA	PSN
	N.O.S.
UN3390	TOXIC BY INHALATION LIQUID, CORROSIVE, N.O.S.
UN3390	TOXIC BY INHALATION LIQUID, CORROSIVE, N.O.S. (SULFUR DICHLORIDE)
UN3390	TOXIC BY INHALATION LIQUID, CORROSIVE, N.O.S. (SULFUR MONOCHLORIDE)
UN3488	TOXIC BY INHALATION LIQUID, FLAMMABLE, CORROSIVE, N.O.S.
UN3489	TOXIC BY INHALATION LIQUID, FLAMMABLE, CORROSIVE, N.O.S.
UN3490	TOXIC BY INHALATION LIQUID, WATER- REACTIVE, FLAMMABLE, N.O.S.
UN3491	TOXIC BY INHALATION LIQUID, WATER-REACTIVE, FLAMMABLE, N.O.S.
UN3492	TOXIC BY INHALATION LIQUID, CORROSIVE, FLAMMABLE, N.O.S.
UN3493	TOXIC BY INHALATION LIQUID, CORROSIVE, FLAMMABLE, N.O.S.

Effective Date: August 1st, 2025

EXHIBIT B

TO THE FREIGHT RAILROAD TRANSPORTATION SERVICES AGREEMENT ENTERED BY AND BETWEEN KANSAS CITY SOUTHERN DE MÉXICO, S.A. DE C.V., AND THE USER

TERMS AND CONDITIONS APPLICABLE FOR THE RAIL TRANSPORTATION OF HYDROCARBON (PETROLEUM-DERIVED) PRODUCTS

Terms not defined in this Exhibit shall have the meaning assigned to them in the Agreement. CPKCM and the User agree that the following provisions are mandatory to the Parties and are an integral part of the Agreement to which they are attached

1. SPECIAL PROVISIONS

1.1. Obligations.- The User represents and warrants that it is and will remain in full compliance with applicable laws regarding the transportation, handling, commercialization, import, distribution and/or storage of hydrocarbon, petroleum-derived products, including petroleum products, fuel oil, crude oil, gas, diesel fuel, or similar commodities, to and through Mexico, and in this regard, the User shall have and maintain all permits, licenses, and authorizations required to perform said regulated activities, as required by all applicable laws.

Additionally, the User represents and warrants that: (a) the transported product has a lawful origin in accordance with applicable laws; (b) the transported product has the physical-chemical characteristics declared to CPKCM for purposes of providing the transportation service and for the purposes of its importation, transportation, handling, commercialization, importation, distribution, and/or storage; and (c) the transported product has not been and will not be altered or adulterated.

1.2. Documentation & Evidence.- The User shall maintain and share with CPKCM as necessary or required under applicable law, or a competent authority, all necessary documentation related to the transportation, handling, commercialization, importation, distribution, and/or storage of the transported hydrocarbon, as well as its lawful origin and quality specifications, including permits, and evidence in this regard, and will timely provide, upon request, any information and/or documentation that may otherwise be requested by Mexican authorities from time to time or that CPKCM may require for purposes of complying with its statutory obligations in Mexico.

1.3. Private Equipment.- Without restricting any other provision in this Agreement, the User represents and warrants that the Private Equipment provided by the User and used in the shipment of the Hydrocarbon (Petroleum-derived) products are or shall be:

i. in serviceable and suitable condition for the safe transportation of Hydrocarbon (Petroleum-derived) products over CPKCM's railway networks, including all yards, loading or unloading facilities, transloading facilities, transfer facilities, or any other CPKCM property;
ii. free of design, construction, or mechanical defects, including patent and defects ("Defects"), and containing no prohibited or obsolete parts;
iii. properly Handled in full and strict compliance with all Dangerous Goods Laws; and

iv. in all respects, in full and strict compliance with the highest applicable governing safety laws and standards set out in this Agreement, Dangerous Goods Laws, any applicable laws, rules, and regulations, or any applicable CPKCM Tariffs and Publications or policies.

1.4. Indemnification.- In addition to the provisions of this Agreement, the User shall indemnify, hold safe and harmless, and release CPKCM from and against any damages or obligations to the extent caused by its failure to comply with the provisions herein contained that result in damage to the environment, the life, the health, the public safety, the facilities, the assets or the property of CPKCM other Party or any third party, as required by any applicable laws, rules, or regulations in Mexico.

Irrespective of the above, in and if there is incomplete, nonexistent, incorrect, or false documentation for which the User is responsible for obtaining, retrieving, and keeping as set out above, or the User fails to share it with CPKCM without any justifiable reason, the User hereby acknowledges and accepts to be held liable and to defend and hold CPKCM to the fullest extent permitted by law from any such penalties, damages, expenses, charges, costs, and fines, including reasonable attorneys' fees, and to bear all costs and expenses to CPKCM for coordinating in the performance of any such additional work or administrative procedures to cure or mitigate the noncompliance and its consequences, and to bring CPKCM back to full compliance with its statutory obligations under applicable law.

1.5. Insurance. The User shall purchase, at its own cost and expense, insurance that complies with the provisions outlined in the applicable laws.

Effective Date: August 1st, 2025

EXHIBIT C

TO THE FREIGHT RAILROAD TRANSPORTATION SERVICES AGREEMENT ENTERED BY AND BETWEEN KANSAS CITY SOUTHERN DE MÉXICO, S.A. DE C.V., AND THE USER

TERMS AND CONDITIONS APPLICABLE IN CASE OF TOXIC INHALATION HAZARD (TIH) OR POISONOUS INHALATION HAZARD (PIH) COMMODITIES

Terms not defined in this Exhibit shall have the meaning assigned to them in the Agreement.

CPKCM and the User agree that the following provisions are mandatory to the Parties and are an integral part of the Agreement to which they are attached:

1. SPECIAL PROVISION

1.1. Obligations.- The User represents and warrants that it is and will remain in full compliance with applicable laws regarding the loading, tendering, and unloading of shipments involving TIH/PIH Hazardous Commodities to and through Mexico, and the User shall have and maintain all permits, licenses, and authorizations required to perform said regulated activities, as required by all applicable laws and the terms of this Agreement. The User shall maintain and share with CPKCM as necessary or required under applicable law, all necessary documentation and evidence in this regard, and will timely provide, upon request, any information and/or documentation that may otherwise be requested by Mexican authorities from time to time.

1.2. Private Equipment.- Without restricting any other provision in this Agreement, the User represents and warrants that the Private Equipment provided by the User and used in the shipment of the TIH/PIH Hazardous Commodities are or shall be:

i. in serviceable and suitable condition for the safe transportation of TIH/PIH Hazardous Commodities over CPKCM's railway networks, including all yards, loading or unloading facilities, transloading facilities, transfer facilities, or any other CPKCM property;

ii. free of design, construction, or mechanical defects, including patent and defects ("Defects"), and containing no prohibited or obsolete parts;

iii. properly Handled in full and strict compliance with all Dangerous Goods Laws; and

iv. in all respects, in full and strict compliance with the highest and most stringent generally applicable governing safety laws and standards, whether such standards are set out in this Agreement, Dangerous Goods Laws, any applicable laws, rules, and regulations, or any applicable CPKCM Tariffs and Publications or policies.

1.3. Indemnification.- The User shall indemnify, hold safe and harmless, and release CPKCM from and against any damages or obligations to the extent caused by its failure to comply with the provisions herein contained that result in damage to the environment or the health or property of CPKCM other Party or any third party, as required by any applicable laws, rules, or regulations in Mexico.

FOR GREATER CLARITY, THE USER SHALL INDEMNIFY AND HOLD HARMLESS CPKCM FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, ORDERS, DEMANDS, COMPLAINTS, LOSS, HARM, JUDGMENTS, LIENS, AWARDS, COSTS (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND OTHER REASONABLE COSTS OF LITIGATION), EMERGENCY RESPONSE AND EVACUATION COSTS, REMEDIATION COSTS, AND GOVERNMENT OVERSIGHT COSTS, AND ANY OTHER DAMAGES (INCLUDING WITHOUT LIMITATION SPECIAL AND CONSEQUENTIAL DAMAGES) RESULTING FROM ANY INJURY TO OR DEATH OF PERSONS, DAMAGE TO PROPERTY, OR ADVERSE EFFECTS ON WILDLIFE OR THE ENVIRONMENT (COLLECTIVELY "LIABILITIES") TO THE EXTENT SUCH LIABILITIES ARE CAUSED BY, ARISE FROM, OR DUE TO:

I. ANY DEFECTS IN, FAILURE OF, OR USER'S OR THIRD PARTY'S MISUSE OF, THE PRIVATE EQUIPMENT, AT THE TIME OF TENDER AND USED IN THE SHIPMENT OF THE COMMODITY HEREUNDER;

II. ANY ACTUAL OR THREATENED DISCHARGE, RELEASE, LEAK, OR ESCAPE OF THE COMMODITIES FROM THE PRIVATE EQUIPMENT TENDERED BY THE USER FOR THE TRANSPORTATION OF THE COMMODITIES;

III. LOADING, SEALING, AND/OR SECURING THE COMMODITIES BY THE USER (OR ITS AGENTS OR CONTRACTORS) IN PRIVATE EQUIPMENT;

IV. REMOVAL, UNLOADING, TRANSFER, DELIVERY, TREATMENT, DUMPING, STORAGE, OR DISPOSAL OF THE COMMODITIES CARRIED IN THE PRIVATE EQUIPMENT;

V. ANY ACT OR OMISSION, FAULT, NEGLIGENCE, OR WILLFUL MISCONDUCT OF THE USER OR ANY USER'S AGENT (INCLUDING THE IMPROPER HANDLING BY THE USER OR ANY USER'S AGENT OF THE COMMODITIES OR PRIVATE EQUIPMENT TENDERED BY THE USER FOR SHIPMENT UNDER THIS AGREEMENT);

VI. ANY FAILURE BY THE USER (OR ITS AGENTS OR CONTRACTORS) TO COMPLY WITH THE APPLICABLE POLICIES, PROCEDURES, AND REQUIREMENTS WITH RESPECT TO THE MOVEMENT OF THE COMMODITIES INCLUDING BUT NOT LIMITED TO IMPROPER LOADING PRACTICES, FAILURE TO PROPERLY CLOSE, SECURE AND TENDER LOADED OR EMPTY EQUIPMENT, OR THE PRESENCE OF ANY TRACE CHEMICALS OR CONTAMINANTS IN THE COMMODITIES WHICH ARE NOT DESCRIBED IN THE COMMODITIES' PROPER SHIPPING NAME, AS PROVIDED IN THE DANGEROUS GOODS LAWS OR THIS AGREEMENT; AND

VII. ANY FAILURE BY THE CUSTOMER (OR ITS AGENTS OR CONTRACTORS) TO COMPLY WITH THE REPRESENTATIONS, WARRANTIES, AND COVENANTS MADE IN THIS AGREEMENT.

Any contingency or accident derived from the transportation of the Commodities not attributable to CPKCM must be attended directly by the User immediately upon notification of the event by CPKCM, in the understanding that in case of failure to do so such contingency or accident may be attended by personnel contracted by CPKCM and the User must pay all the costs originated including the payment of fines that are imposed by any authority against CPKCM or the User for these contingencies or damages.

Irrespective of the above, solely in and if there is incomplete, nonexistent, incorrect, or false documentation for which the User is responsible for obtaining, retrieving, and keeping as set out

above, or the User fails to share it with CPKCM without any justifiable reason, the User hereby acknowledges and accepts to be held liable and to defend and hold CPKCM to the fullest extent permitted by law from any such penalties, damages, expenses, charges, costs, and fines, including reasonable attorneys' fees, and to bear all costs and expenses to CPKCM for coordinating in the performance of any such additional work or administrative procedures to cure or mitigate the noncompliance, and to bring CPKCM back to full compliance with its statutory obligations under applicable law.

1.4. Insurance.- The User shall, at its own cost and expense, take out and maintain in full force and effect a commercial general, or civil, liability insurance policy with an inclusive limit of not less than FIFTY MILLION DOLLARS USD ($50,000,000.00) per occurrence for any liability and indemnity obligations assumed by the User in this Agreement. Such insurance shall include no provisions excluding loss, damage, or injury arising out of or resulting from any incidents occurring, or doing business or conducting operations, on, near, adjacent to, or within fifty (50) feet or fifteen (15) meters of any railroad track, right-of-way, or facilities.

Such insurance shall specifically (1) name CPKCM and its Affiliates (and the directors, officers, employees, agents and trustees of the foregoing) as an additional insured with respect to obligations of User herein; (2) contain a "cross-liability" clause that has the effect of ensuring each person, firm, or corporation insured thereunder in the same manner and to the same extent as if a separate policy had been issued to each; and (3) provide that the policy shall not be canceled or materially altered unless written notice is given by the insurer to CPKCM thirty (30) days before the effective date of such cancellation or alteration.

No, later than thirty (30) days following the date of this Agreement (but before shipping with CPKCM), the User shall furnish to CPKCM certified copies of the insurance policies and/or Certificates of Insurance evidencing the above coverages, sent via email to Risk_Management@CPKCR.com. The acquisition and maintenance of this insurance policy by the User shall in no manner limit or restrict liabilities incurred by the User under the provisions of this Agreement, and shall be primary and not in excess of any other insurance that may be available.