

**ARKANSAS-OKLAHOMA RAILROAD INC.
FREIGHT TARIFF AOK 6000-N**

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DEMURRAGE, STORAGE, ACCESSORIAL AND FREIGHT TARIFF AOK 6000-N

(Cancels and Supersedes AOK 6000-M, AOK 8000-G and supplements thereto)

CONTAINING DEMURRAGE AND STORAGE CHARGES RECIPROCAL & TERMINAL
SWITCHING AND MISCELLANEOUS RAILROAD CHARGES APPLYING AT ALL POINTS ON
THE AOK.

ISSUED DATE: October 17, 2019

Effective December 17, 2019

ISSUED BY:

Patricia Donoley, President
116 West Main Street
Wilburton, OK 74578

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AOK TARIFF 6000-M

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ITEM 0.05 REFERENCE TO TARIFFS, ITEMS, NOTES, RULES, ETC.

This publication is now available on the Internet for viewing or sending directly to your printer. AOK Home Page address is <http://aokrr.com>. All customers shipping with the AOK should review the publications posted on the Website before tendering freight to or from any of the railroads as revisions to the publications will be made from time to time by supplement or reissuing the publications in their entirety.

If you are not equipped to obtain a copy of this publication from the AOK web site, a hard copy will be mailed to you, provided you furnish, to the address shown below, a formal written request for a printed copy specifying the specific railroad and tariff number. This formal request is required on an annual basis in accordance with the Surface Transportation Board's policy decision under Ex Parte 528, Disclosure, Publication and Notice of Change of Rates and Other Service Terms for Rail Common Carriage.

AOK RAILROAD INC. Attn: General Manager – Tariff Requests 116 West Main Street Wilburton, OK 74578

Where reference is made in this tariff to tariffs, items, notes, rules, etc., such references are continuous and include supplements to and successive issues of such tariffs, and reissues of such items, notes, rules, etc.

ITEM 0.10 CONSECUTIVE NUMBERS

Where consecutive numbers are represented in this tariff by the first and last numbers connected by the word "to" or a hyphen, they will be understood to include both of the numbers shown.

ITEM 0.20 CHANGE IN PROVISION(S)

AOK reserves the right at any time to change the provisions of this publication; provided, however, any such change shall be effective only with regard to any transportation services provided under the publication for freight tendered after the effective date of the changes. AOK will make available on its web site this publication in the latest amended form. Shipper should review this publication before tendering freight to AOK. Revisions to this publication will be made from time to time by reissuing the publication in its entirety.

ITEM 0.25 CHARGES HEREIN SUBJECT TO INCREASE

Charges published herein are subject to increase by republication.

ITEM 0.30 CURRENCY

Charges published herein are stated in United States Dollars.

ITEM 0.35 TRANSPORTATION

Carrier agrees to transport shipments with reasonable dispatch. Carrier does not guarantee rail service within any particular time frame. Bunching and Run Around will not be considered railroad error and no allowance will be made.

ITEM 10 GLOSSARY OF TERMS

ACTUAL PLACEMENT: When a car is placed in an accessible position for loading or unloading, or at a point designated by the shipper or consignee or party loading or unloading the car.

ASSIGNED CARS: The assignment of cars to a given shipper at a specific location as defined in Car Service Rule 16 and Car Hire Rule 22 as published in the Official Railway Equipment Register.

ASSIGNEE: A shipper who has requested and has been assigned specific cars.

BILL OF LADING: Uniform Bill of Lading as contained in the Uniform Freight Classification UFC 6000-Series, subject to modification as may from time to time.

BROKER: An agent or intermediary negotiating the buying or selling contents of car, other than shipper or consignee.

BUNCHING: The accumulation of cars for loading or unloading shipped on different days. Since AOK does not control the flow of inbound cars from connecting railroads, no allowance can be made in demurrage charges.

CALENDAR MONTH: Defined as 12:01 AM from the first day of one calendar month through 12:01 AM of the first day of the following calendar month.

CALENDAR YEAR: Defined as 12:01 AM January 1st of one year through 12:01 AM January 1st of the following calendar year.

CAR ORDER WANT DATE: The date for which customer requested car for loading.

CHARGEABLE DAY: A twenty-four (24) hours period or fraction thereof for which a charge assessed pursuant to this Tariff can be assessed.

CLOSING EVENT: The event in a car cycle that closes the cycle and results in computation of time and charges.

CONSIGNEE: The party designated on the bill of lading as the entity entitled to receive delivery of the car from the carrier.

CONSIGNOR or SHIPPER: The party designated on the bill of lading as the entity which has caused the car to be consigned into transportation.

CONSTRUCTIVE PLACEMENT: When a car, including order notify and in-bond shipments, cannot be actually placed or delivered because of any condition attributable to the consignee, shipper, loader or unloader, such car will:

(a) be held on AOK tracks and notice will be sent or given to the party entitled to receive notification that the car is held awaiting disposition instructions;

(b) have been placed by AOK on private or other than public delivery tracks, including lead tracks serving the consignee, shipper, loader or unloader, will be considered constructively placed without notice.

CONSTRUCTIVE PLACEMENT TIME: The time from constructive placement until a car is actually placed.

DEMURRAGE: Demurrage is a charge for detaining a railcar. Railroads charge demurrage as an incentive for customers to load and unload cars promptly, to prevent congestion in railroad terminals caused by idle cars, and ultimately to improve the utilization of a valuable asset.

DESTINATION: Billing destination, or if such destination is serviced by a terminal yard, then such terminal yard will be considered as the destination.

DISPOSITION: Information, including forwarding instructions and/or release, which allows the railroad to either Tender, as defined in this Item, or release the car from the shipper's, consignee's, loader's, or unloader's account.

DIVERSION: An order from the shipper or consignee to deliver car(s) to other than the original billed destination.

EMPTY CARS ORDERED AND NOT USED: Empty cars ordered, placed or constructively placed for loading and not used in transportation service.

EMPTY RELEASE INFORMATION: Advice from consignee and/or unloader, given to the AOK Data Entry Department, electronically via SHIPPER CONNECT, via email to diane@aokrr.com or in writing via fax to 1-918-465-0299 that car is unloaded and available to AOK. Information given must include identity of consignee, and/or unloader, party furnishing the data, car initial, number, date and time. Release will be effective on date and time advice is received by AOK.

FORWARDING INSTRUCTIONS: A bill of lading given to authorized personnel of the line-haul carrier that contains all of the necessary information which allows for the immediate movement by AOK. Forwarding instructions will be effective on date and time advice is received by AOK.

Advice received by AOK to move a car from a shipper's loading or storage track to AOK's yard or hold track to be held for "forwarding instructions", whether furnished by the party loading car or another party, or a bill of lading or an order consigning the car to an Agent of AOK which has no beneficial interest in the lading, does not constitute "forwarding instructions" or a release from demurrage or other like charges.

A bill of lading, or other suitable order, covering car(s) requiring clearance from all carriers in the routing will not constitute "forwarding instructions" until clearance is received from all carriers in the routing.

FREE TIME: The time allowed for the unloading or loading of cars.

IDLER CAR: An empty car used to protect overhanging loads, or used between cars loaded with long material.

INDUSTRIAL INTERCHANGE TRACK: Designated delivery or receipt track or tracks for the exchange of cars between carrier and industry performing their own switching including switch line acting as Agent for Industry.

INDUSTRY TIME: The time from actual placement or placement to team tracks until release and receipt of forwarding instructions, if applicable. The time from interchange receipt of a loaded car or a loaded private car released and held on railroad controlled tracks until forwarding instructions are received.

INTRA-PLANT SWITCHING: A switching movement of cars, loaded or empty, from one track to another track or between two points on the same track, within the same plant or industry without leaving the tracks of the same plant or industry.

INTRA-TERMINAL SWITCHING: A switching movement (other than intra-plant switching) from one track to another track of the same carrier, within the switching limits of one station or industrial switching district.

INTER-TERMINAL SWITCHING: A switching movement (other than intra-plant and intra-terminal switching) between an industrial track or team track on the tracks of AOK and an industrial track or team track on connecting lines on traffic having origin and destination within the same switching limits of the same station or industrial switching district. Charges of connecting carriers will be in addition to charges provided herein.

LEASED TRACK: A track leased to a user through a written lease agreement and is considered the same as a private track for demurrage purposes.

LINE-HAUL: Movement between stations that are not located within the switching limits of the same station. Movement between stations located within the switching limits of the same station will be considered Line-haul when customer is not listed as open to reciprocal switching or when movement occurs from or to a leased track.

LOADER: Party physically loading the car.

LOADING: The complete or partial loading of a car in conformity with AOK loading and clearance rules, advice that the car is available for movement, and the furnishing of forwarding instructions.

NOTIFICATION: When required, notification will be furnished either electronically or in writing to all parties entitled to receive notification.

ORDER IN CUSTOMER: A customer who, by prior arrangement, has notified AOK that cars shall not be placed, or considered to be placed, for loading or unloading, until AOK has received an order for placement from said customer.

ORDER IN: In order for a car on constructive placement to be spotted at a customer's facility, the party entitled to receive the car must order the car for placement.

OTHER THAN PUBLIC DELIVERY TRACK: Any trackage assigned for individual use, including privately owned or leased track.

PARTIAL UNLOADING: The partial unloading of a car and the furnishing of forwarding instructions.

PRIVATE CAR: A car which is not owned or leased by a railroad.

PRIVATE TRACK: Any track not owned or leased by a railroad.

PUBLIC DELIVERY TRACK: Any track for use by the general public for loading and unloading (i.e. Team Track).

RAILROAD CONTROLLED CAR: Any car other than a private car.

RECIPROCAL SWITCHING: An arrangement between carriers serving the same station or switching district where the carrier physically serving the industry performs switching service for loading or unloading on behalf of the other carrier on shipments having an immediately preceding or following line-haul movement via the other carrier. AOK will provide reciprocal switching only to or from AOK customer specially listed in Section IV of this tariff.

RECONSIGNMENT: Any order from the shipper to bill a car to other than the original destination. (An order to turn over the car to another party, that does not require an additional movement of the car, is not a reconsignment).

REFUSED LOADED CAR: An original loaded car refused at destination without being unloaded.

RELEASE: The notification received from loader or unloader that loading or unloading of a car has been completed and car is available for movement and forwarding instructions have been received, if applicable. Date and time that AOK receives forwarding instructions and advice that a car is available for movement and from non-credit customers, upon payment of any charge due. Cars placed on industrial interchange tracks of a industry doing it's own switching, including those tracks of an industrial switch line acting as Agent of industry, will be removed from track and considered received and held for disposition as provided in this Tariff. Cars found to be improperly loaded at origin will not be considered released until the load has been properly adjusted and clearance has been obtained. When a car is unloaded and then reloaded, empty release information must be furnished. If not furnished, demurrage will be continuous until forwarding instructions are received. Loaded or empty or private cars released and pulled from private tracks, which must first be held on railroad track awaiting forwarding instructions, are subject to demurrage/storage provisions and charges as provided in this Tariff.

NOTE: Demurrage charges will continue to accrue to the Origin Industry even when cars are released to a Third-party, until the time billing is received from the Third-party.

RESHIPMENT: A new document by which the entire original shipment is forwarded in the same car to another destination.

RUN AROUND: Car(s) placed ahead of previous arrivals.

SHIPPER CONNECT: Online utility that allows user to manage their inventory while online as well as release of empty railcars. Contact RMI Administrator with questions at (918) 465-0299 or email Diane@aokrr.com.

SHIPPER or CONSIGNOR: The party designated on the bill of lading as the entity which has caused the car to be consigned into transportation.

SPOT ON ARRIVAL: AOK, without notification, will place cars for loading or unloading immediately upon their availability for placement.

SPOT ON ARRIVAL CUSTOMER: A customer who has not requested to be an Order In Customer will be considered a Spot On Arrival Customer (see Spot on Arrival). If constructive placement of a car is necessary, the car will not be placed for loading or unloading until AOK has received an order for placement from the Spot on Arrival Customer.

STRAIGHT DEMURRAGE: Straight demurrage rules provide for an allowance of a definite period, called “free time,” for the loading or unloading of cars and for a definite charge by the day for all cars held beyond that period.

STOPPED IN TRANSIT: When cars are held en route because of any condition attributable to the shipper, or consignee, or owner.

STORAGE DAY: A twenty-four (24) hour period, or fraction thereof.

TEAM TRACK: Any track designated by AOK for use by the general public for loading and unloading (i.e. Public Delivery Track).

TENDER: The actual or constructive placement of an empty or loaded car.

TIH/PIH: Toxic Inhalation Hazards (TIH) and Poison Inhalation Hazards (PIH), including all commodities listed in 49 CFR Table 172.101 (Hazardous Materials Table) with a Special Provision code in Column 7 of 1 thru 6, or 13 as defined in 49 CFR §172.102. The terms TIH and PIH are synonymous as they apply to this Tariff.

TIME: Local time is applicable, expressed on the basis of the twenty-four (24) hour clock, commencing at 12:01 AM.

UNLOADER: Party physically unloading the car.

UNLOADING: The complete or partial unloading of a car and notice from the consignee the car is available for movement and the furnishing of forwarding instructions when required.

ITEM 20 PAYMENT TERMS

Charges that accrue per this Tariff are due and payable according to AOK’s payment terms of 15days after receipt of invoice.

SECTION I DEMURRAGE RULES AND CHARGES

ITEM 30 NOTIFICATION

Notification to Shipper, Loader, Unloader, Consignee, Freight Payer or party entitled to receive notice.
A. The following notification will be furnished as indicated:

1. Cars for Other than Public Delivery Tracks:

a. Notice of constructive placement shall be sent or given if a car is held on tracks of AOK at an available hold point or at billed destination due to any condition attributable to the shipper, consignee, loader or unloader which prevents AOK from making actual placement.

b. Delivery of car upon tracks of consignee will constitute notice. AOK Train Crew will record placement events. The date and time of the AOK Train Crew's record will govern the charges in this tariff.

2. Cars for Public Delivery Tracks: a. Notice of constructive placement shall be sent or given if a car is held on tracks of AOK at an available hold point or at billed destination due to any condition attributable to the shipper, consignee, loader or unloader which prevents AOK from making actual placement.

B. Notification will be furnished in writing, electronically, or via mechanical device, and shall contain:

1. Car initials and number
2. If lading transferred en route, the initials and numbers of the original car.
3. Commodity
4. Hold point, if other than billed destination.

C. When shipper or consignee utilizes an electronic or mechanical device, including fax machines, phone systems and email, to accept messages, notification left on such device will be considered as having been received.

D. It will be the responsibility of the AOK served customer (Shipper, Loader, Unloader, Consignee, Freight Payer or party entitled to receive notice) to notify the AOK Customer Service at diane@aokrr.com or a fax at 1-918-465-0299 of fax number or email address changes. Should AOK receive a failure to deliver message due to any reason attributable to the receiver, such as invalid fax number or email address, notice will be considered to have been given on any Constructive Placement notice attempted to be delivered.

ITEM 40 NOTIFICATION TO AOK

AOK will accept forwarding instructions, empty release information or, other disposition twenty-four hours via Fax Number 1-918-465-0299, via EDI or via Shipper Connect.

All notices to AOK are effective upon receipt.

ITEM 50 CLAIMS

In order to be allowed relief from a billed amount, a claim must be presented to AOK, in writing, within thirty (30) days of the billing date, with supporting documentation, stating fully the conditions for which relief is claimed, identifying contested cars by car initial, car number and location.

Claims sent to AOK which are not found to be valid will be subject to a processing fee of \$50.00 for each incorrectly disputed car. Claims are to be sent via email to diane@aokrr.com or to the following address:

AOK Railroad Attn: AOK DISPUTES 116 W MAIN Street Wilburton, OK 74578

All claims not received within thirty (30) days will be considered valid and prompt payment will be expected.

Improper Charges: If, by error, demurrage or storage charges are improperly assessed, charges will be adjusted to the amount that would have accrued but for such error.

Unacceptable Claims: Bunching and run around will not be considered railroad error and no allowance will be made.

Weather Interference: Acts of God: In the event it is impossible for shipper, loader, consignee, or unloader to get to a car or to load or to unload a car due to acts of God, including, but not limited to flood, storm, earthquake, hurricane, tornado, or to other severe weather or climatic conditions, the demurrage directly chargeable thereto will be adjusted, provided the impediment is at least two (2) days in duration. Notification of this impediment must be made to diane@aokrr.com. Customer will notify customer service within 24 hours of interference, and will provide daily updates until back in service.

ITEM 60 APPLICATION

A. Section I (Demurrage) and Section III (Storage) applies on all cars constructively or actually placed on or after the effective date of this tariff, at all stations on the AOK, hereafter referred to as AOK. This publication takes precedence over any other domestic interstate, intrastate, export or import publication, containing rules, regulations and charges on demurrage and storage for the account of the AOK, and will be applied on the basis of "Straight Demurrage" as defined in Item 10, between AOK and ALL AOK SERVED CONSIGNEES AND SHIPPERS.

B. The disposition of a car at its point of detention determines the purpose for which the car is held and the rules applicable thereto.

C. All railroad owned and controlled cars, assigned cars, and privately-owned cars, including idler cars are subject to the rules and charges published herein, EXCEPT the following:

1. Cars for loading or unloading of AOK company material while held on AOK tracks or private sidings connecting therewith.
2. Cars of refused or unclaimed freight to be sold by AOK for the time held beyond legal requirements.
3. Cars of railroad ownership, leased for storage of commodities, for intra-plant or intra-terminal switching service, while held on lessee's tracks and car hire (per diem) is not paid by AOK.
4. Loaded private cars held on private tracks unless under railroad control and made subject to demurrage under the provisions of Item 80 or 90.
5. Empty private cars held on private tracks.
6. Empty cars ordered and rejected as unsuitable for loading within 48 hours following order date or actual placement date.

ITEM 70 CHARGES FOR TOXIC OR POISONOUS INHALATION HAZARD (TIH/PIH)

A. Spot on arrival: rail cars containing Toxic Inhalation Hazard (TIH) or Poisonous Inhalation Hazard (PIH), as defined in AAR Circular No. OT-55, as amended from time to time, must be spot on arrival. In the event a car cannot be placed on consignee's or shipper's controlled tracks or at consignee's or shipper's facility upon arrival and the rail car must be held by AOK, a charge of \$2,500.00 per rail car per day, or fraction thereof, will be assessed until the rail car is actually placed. The charges pertaining to this

Item are immediate. There will be no free time or holiday free time. The charges will begin at time of constructive placement and will continue until actual placement.

B. Held awaiting “forwarding instructions” as defined in Item 10: When AOK is requested to move a car, containing Toxic Inhalation Hazard (TIH) or Poisonous Inhalation Hazard (PIH), as defined in AAR Circular No. OT-55, as amended from time to time, from an industry or team track and the consignee or shipper requesting the move has not provided proper forwarding instructions and such car is moved by AOK to a railroad track, and is held awaiting proper forwarding instructions, a charge of \$2,500.00 per rail car per day, or fraction thereof, will be assessed against the party requesting the move until proper forwarding instructions are received. The charges of this Item are immediate. There will be no free time or holiday free time. The charges will begin on the day car is moved by AOK to a railroad track and will continue until proper forwarding instructions are received. In addition to the above charges, consignees or shippers will be liable for all Federal, State, Local penalties or fines which may be assessed for the holding of rail cars containing (TIH/PIH) on railroad controlled tracks and shall be jointly and severally liable for any loss, damage, or delay to equipment or lading caused by an Act of God, a public enemy, the authority of law, labor strikes, acts of civil disobedience, the inherent nature or character of the lading, natural shrinkage, an act or default of the shipper/consignor, owner or consignee/receiver, or from any cause whatsoever which occurs while the equipment and lading is in the actual physical custody and control of AOK due to the inability of the consignee or shipper to receive equipment or provide proper forwarding instructions, unless it can be proven that carrier’s gross negligence was the cause of same. Consignees or shippers will be responsible for any cost incurred by AOK for providing protection or surveillance of any commodity provided in this Item while held on AOK property.

ITEM 80 DEMURRAGE POLICY AND PRICES

A. Settlement of charges will be made on a calendar month basis on all cars released during the calendar month. The daily demurrage rate is **\$50.00** per day per car after free time has expired.

B. DEMURRAGE CALCULATION EXAMPLE:

The demurrage clock will start at 12:01 am the day after a railcar is constructively placed. On the following day at 12:01 AM, the first free day will be used.

C. FREE TIME:

Cars for loading or unloading will be allowed forty-eight (48) hours free time. Free time begins at the first 12:01 A.M. after the car is constructively or actually placed , and notification is given.

D. Calculation of Charges:

The tariff or special agreement applied will be that in effect when the car is released.

1. On cars subject to demurrage charges after expiration of free time allowed, each chargeable day will be assed \$50.00 per demurrage day, except Empty Private Cars held on railroad tracks will be assessed \$40.00 per demurrage day.
2. Railcars for dimensional shipments will be assessed \$150.00 per demurrage day.
3. The applicable charge will accrue on all days, except holidays (see item 90) that fall as the first chargeable day.

ITEM 90 HOLIDAYS

Wherever reference is made to “holidays”, it shall mean only the days listed below.

New Years Day (January 1st)

Good Friday

Memorial Day- Last Monday of May

Independence Day- July 4th

Labor Day-First Monday of September

Thanksgiving Day- Fourth Thursday of November

Christmas Day- December 25th

SECTION II SWITCHING AND MISCELLANEOUS CHARGES

ITEM 100 EMPTY CARS RETURNED UNUSED

A. When an empty car received from a connecting railroad for loading by an industry located on AOK is refused by the industry because the car is not in proper condition to load and car must be returned to the connecting railroad, a switching charge of \$350.00 in one direction only will be assessed against the connecting railroad furnishing the car.

B. When an empty car received from a connecting railroad is rejected for loading by an industry located on AOK, and returned unused for reasons other than described in (A) above, car will be returned to the connecting railroad and a switching charge of \$350.00 in one direction only will be assessed against the person, firm or corporation ordering the car.

C. When an empty car furnished by AOK (not a connecting railroad) is appropriated to a customer based upon a car order and subsequent notification is given to AOK that car(s) is no longer needed, a switching charge of \$350.00 will be assessed against the person, firm, or corporation ordering the car. Demurrage will also be charged for all detention, including, Saturdays, Sundays and Holidays from the date and time of actual or constructive placement until released, with no free time allowance.

ITEM 110 ORDERING EMPTY CARS IN FOR PLACEMENT BY SPECIFIC CAR NUMBER

When empty cars are stored or otherwise held for loading, and customer requests such cars per day for placement by specific car number (as opposed to ordering in “any empty cars” or “the next cars in line”), then an “Ordering Empty by Car Number” charge of \$50.00 per car applies. Charge applies regardless of car ownership and whether the cars are stored or held on railroad tracks or on customer lease tracks.

ITEM 120 CARS INTERCHANGED OR DELIVERED TO AOK IN ERROR

Loaded or empty car(s) received in interchange by AOK; (i) without billing instructions, or (ii) at an interchange not specified in the billing, or (iii) when AOK is not in the route, or (iv) when shipper, consignee or owner changes billing instructions to move car(s) via an outbound carrier other than AOK will be returned to the delivering carrier or forwarded to the proper carrier if interchange with such carrier within the same switching district at a charge of \$450.00 per car.

ITEM 130 INDUSTRY SETBACK

Upon receipt of a request to return car(s) previously released on AOK, AOK will perform the service at a charge of \$350.00 per car, provided car(s) is within the switching terminal. If the service of another carrier(s) is necessary to effectively return the car(s) their charges(s) will be in addition to the \$350.00 per car.

Note: If car(s) is beyond the switching terminal, in addition to any other carrier's charges, a charge predicated on the distance between traveled on AOK between the turning point and point of original release will be assessed as follows: Less than 100 miles = \$450.00 per car

ITEM 140 LOCOMOTIVES, DEAD, ON OWN WHEELS

The applicable charge for switching locomotives, dead on their own wheels will be \$550.00, unless specified in another item or publication.

ITEM 150 REASONABLE DISPATCH

AOK will transport railcars over its line with reasonable dispatch. AOK and connecting carrier(s) do not guarantee rail service on any scheduled time frame.

ITEM 160 OVERSIZED LOADS OR SPECIAL TRAIN SHIPMENTS

Over-sized shipments, as defined in Note 1, will be handled in regular switching service, as defined in Note 2, whenever possible. The charge for each handling oversized loads, as defined in Note 1, will be \$500.00 per car and will be assessed in lieu of the regular published intra-terminal switching charges in this tariff.

Special switching service, as defined in Note 2, will be provided at a charge of \$2,000.00 per car for each special switch, and will be assessed in lieu of the regular published intra-terminal switch charges in this tariff.

Note 1: A shipment shall be defined as over-sized under any of the following conditions:

-lading exceeds twelve (12) feet in width;
-lading extends over the length of the car;
-lading extends twenty (20) feet above the rail;
-lading weighs 200,000 pounds or more.

Note 2: Regular and Special Switching Service Defined:

Regular switching service is defined as a service accorded shipments which can be handled by a regular switching assignment.

Special switching service is defined as a service which cannot be handled by a regular switching assignment because of excess weight, height, width or length and will only be provided when in the judgment of AOK special switch service is necessary, or when specifically requested by consignee, shipper, or owner. In any case, special switching service will be performed at carrier's convenience.

Consignee, shipper, or owner must provide AOK personnel advance notice by phone at 1-918-465-0299 that an over-sized shipment handled in regular switching service or special switching service will be required, as well as the initial and number of the car(s) to be switched. AOK will email or fax a special request form noting the requested initial and numbers of the cars(s), along with the date service is to be performed and where invoice needs to be sent. Once form is signed and returned to AOK either via an email at diane@aokrr.com or a fax at confirming the request, AOK will begin operational coordination of request.

ITEM 170 SWITCHING OUTSIDE NORMAL OPERATING OR SERVICE HOURS

A. The provisions in this Item apply where AOK is requested by consignee, shipper, or owner to furnish necessary locomotive(s) and crew(s) to perform industrial switching service at other than normal assigned time for a specific location.

B. Charges will be assessed at a rate of \$300.00 per hour or fraction thereof, subject to a minimum charge of \$600.00. Charges shall be assessed for each request for switching service, regardless of the number of cars, and will be in addition to any other chargeable services performed in connection therewith.

C. Consignee, shipper, or owner must provide AOK personnel advance notice by phone at 1-918-465-0299 that switching outside of normal operating or service hours will be required, as well as the initial and number of the car(s) to be switched. AOK will email or fax a special request form noting the requested initial and numbers of the cars(s), along with the date service is to be performed and where invoice needs to be sent. Once form is signed and returned to AOK either via an email at diane@aokrr.com or a fax at 1-918-465-0299 confirming the request, AOK will begin operational coordination of request.

ITEM 180 SPECIAL FREIGHT TRAIN SERVICE

Special freight train service is defined as a train which is operated on an expedited schedule or under special service or transportation requirements specified by the shipper, consignee or the agent of either at a charge in addition to the applicable class or commodity rates or fares, or a train which is assembled in accordance with instructions given to AOK by a shipper, consignee, or agent of either. Upon request and at the convenience of AOK, special freight train service will be furnished on AOK, subject to the charges and conditions specified in this Item.

A. Charges will be assessed at a rate of \$300.00 per hour or fraction thereof, subject to a minimum charge of \$900.00. Charges shall be assessed for each request for special freight train service, regardless of the number of cars, and will be in addition to any other chargeable services performed in connection therewith.

B. Consignee, shipper, or owner must provide AOK personnel advance notice by phone at 1-918-465-0299 as to each special freight train service to be made under this tariff giving AOK all necessary information as to such special train movement, including consist, date and time of movement, and any other information and instructions pertinent to such movement, allowing sufficient time for AOK to consummate whatever arrangements may be necessary to facilitate the movement of such train, including

the assembly of equipment, personnel and other incidental requirements. Prior to service being performed, AOK will email or fax a form noting all of the necessary information provided originally via phone, along with date service is to be performed and where invoice needs to be sent. Once this form is signed and returned to AOK either via an email at diane@aokrr.com or a fax at 1-918-465-0299 confirming the request, AOK will begin operational coordination of request.

ITEM 190 TURNING CARS TO PERMIT LOADING/UNLOADING

When a customer requests AOK to turn car(s) for the purpose of loading or unloading, AOK will bill the customer making the turn request \$250.00 per car non-hazardous or \$500.00 per car hazardous (STCC series 28, 29, 48, & 49) for each car that AOK turns.

ITEM 200 WEIGHING

A charge of \$200.00 per car when scale is en route of movement and no additional switching is required, \$450.00 per car for out of route movement to weigh. Weigh charges are in addition to any other chargeable services performed in connection therewith.

ITEM 210 OVERLOADED CARS

A. DEFINITION: A car will be considered overloaded when the weight of the lading thereof exceeds the maximum carrying capacity (load limit) stenciled on the car or the maximum gross weight of the car exceeds the weight limitations of the corresponding subdivision.

B. NOTIFICATOIN: The party contracting for services or owner of the lading will be notified of the overload and will be allowed to remove the excess at origin or at the nearest yard. Demurrage charges commence with the first 12:01 am after notification is given user or owner of the lading by AOK, with no other free time.

C. CARS RECEIVED FROM CONNECTING LINES: The consignee will be notified to remove the excess as provided in this tariff. If the car can be moved to the nearest yard to be unloaded a charge of \$450.00 will be assessed to the consignee. If the car is rejected and returned to interchange then a charge of \$450.00 will apply in addition to the freight charges due all carriers handling the move. If the car is found to be overweight after traversing the line and being delivered to the consignee then a penalty of \$900.00 per car will be assessed.

ITEM 220 DIVERSION/RECONSIGNMENT CHARGES

General Application:

A. When AOK has taken physical possession of the car(s) from a connecting carrier.

B. Diversions/Reconsignments will only be accepted from;

- a. Payer of Freight
- b. Authorized Representative/Agent of the Payer of Freight
- c. Shipper
- d. Consignee
- e. Car owner/Lessee

C. Diversion/Reconignments will not be accepted

- a. After car has been interchanged to a connecting carrier
- b. After actual placement
- c. Require AOK to perform Back hauls or Out-of-Line hauls
- d. If car is already in an interchange block
- e. If car is non-revenue empty

D. AOK reserves the right to reject a diversion or reconignment request for any reason.

E. AOK will make diligent effort to effect desired diversion or reconignment when the car is in AOK possession.

- a. AOK will not assume any responsibility after a car has been classified or assembled into a train for movement, or if car has been pre-blocked” or “run-through” train service.
- b. AOK will not be responsible for executing a diversion/reconignment order on a specified day or time of day

F. AOK personnel must receive advance notice by phone at 1-918-465-6994

G. Once AOK personnel approves diversion, AOK must receive an email at diane@aokrr.com or a fax at 1-918-465-0299 confirming request with details of where to send charges before diversion will be completed.

H. Cars diverted or reconsigned prior to arrival of car at billed destination shall be charged a rate of \$300.00 per car as well as the otherwise applicable tariff charge for the move.

I. Cars diverted or reconsigned after the arrival of car at billed destination, but not spotted, shall be charged a rate of \$450.00 per car as well as the otherwise applicable tariff charge for the move.

ITEM 230 PRIVATE CAR APPLICATION FOR RAILROAD MARKED CARS

AOK is aware that shippers and/or consignees may sometimes lease railcars from other railroads for shipments that may originate or terminate on AOK. Such railcars normally contain the reporting marks of the lessor railroad. In order to avoid the assessment of demurrage charges by AOK when such railcars are located on private or leased tracks, on AOK rail lines, it is necessary that shippers apply to and receive the approval of, AOK for the designation of such cars as “private” cars for the purposes of demurrage or storage. AOK reserves the right to assess demurrage and storage charges while cars designated as private are on railroad owned tracks.

A. Shipper and/or consignee must submit a written request to AOK not less than thirty (30) days prior to the date that the “private” car designation should take effect to diane@aokrr.com. The request must include:

- a. Name of Shipper and/or Consignee leasing the railcars
- b. Name of lessor railroad
- c. Listing of the reporting marks of the railcars being leased and railcar type(s)
- d. Length of time requested for the private railcar designation
- e. Copy of applicable railcar lease (upon request of AOK)

B. AOK will provide a written reply to each request within thirty (30) days of receipt of the request. AOK, in its sole discretion may accept or reject the request in whole or in part. AOK may accept a smaller number of railcars than requested and/or for a shorter amount of time.

ITEM 240 PRIVATE CAR MILEAGE

The AOK is not a party to the ASLG 6007 Tariff-series nor the RIC 6007-Tariff series and does not pay private car mileage.

ITEM 250 MILEAGE ALLOWANCE ON SHIPPER OWNED OR LEASED CARS

Shipper owned or leased cars moving under freight rates published in this tariff or in any connecting line tariff will be zero rated on the AOK.

ITEM 260 INTRA-PLANT SWITCHING

The AOK will perform intra-plant switching on loaded or empty cars at a charge of \$150.00 per car non-hazardous or \$250.00 per car hazardous (STCC series 28, 29, 48, & 49).

ITEM 270 INTRA-TERMINAL SWITCHING

The AOK will perform intra-terminal switching on loaded or empty cars at a charge of \$200.00 per car non-hazardous or \$450.00 per car hazardous (STCC series 28, 29, 48, & 49).

Empty equipment moving in intra-terminal switching service to or from facilities for cleaning, lining, relining, maintenance, modification or repair not immediately preceded by or followed by a revenue movement via the AOK will be assessed a charge of \$300.00 per car.

ITEM 280 RELEASE OF CARS WITHOUT FORWARDING INSTRUCTIONS

When on instructions, loaded or empty cars moving on own wheels, are removed from industry, shop, team track or interchange tracks and are held by carrier awaiting forwarding instructions, a charge of \$400 per car with a maximum charge of \$1,200 per bill of lading will be assessed against the loader, shipper, or party taking responsibility for Miscellaneous Charges. If car(s) are subsequently ordered returned to the loader's interchange tracks, the applicable intra-terminal switching charge will be assessed against party requesting the service.

SECTION III STORAGE RULES AND CHARGES

ITEM 290 STORAGE OF LOADED OR EMPTY PRIVATE CARS ON RAILROAD TRACKS

COMPUTATION OF CHARGES: If the total number of loaded or empty private cars in stored status and available to be ordered in on the next scheduled service exceeds the shipper or consignee's available storage agreement capacity on any particular day, then storage charges will be assessed at a rate of \$60.00 per Storage day, except Empty Private Cars held on railroad tracks will be assessed \$40.00 per Storage day.

Storage will apply from the first 12:01 AM after notification of availability and constructive placement of empty private cars on railroad tracks until the actual placement on private leased tracks.

RESPONSIBILITY OF CAR: The shipper, receiver, owner or lessee is responsible for the car while in stored status according to the customer storage arrangement in place.

STORAGE PLAN:

A. Unless otherwise advised, charges will be assessed against the contracted storage customer on the railroad.

B. Settlement of charges will be made on a monthly basis on each car released from storage during each calendar month.

ITEM 300 CONTRACTUAL STORAGE FOR PRIVATE OR RAILROAD OWNED CARS.

COMPUTATION OF CHARGES: The AOK has the right to enter into agreements with any company for the use of leased storage space for railcars. The AOK has the right to determine individual rates based on space and car type. Please contact Becky Mcfadden at beckym@tulsaconnect.com or by phone at 1-918-465-0299.

Storage charges will begin the day AOK receives interchange notification from the delivering carrier. Storage charges will cease once billing is received via email or fax to beckym@tulsaconnect.com or 1-918-465-0295.

RESPONSIBILITY OF CAR: The shipper, receiver, owner or lessee is responsible for the car while in stored status according to the customer storage arrangement in place.

STORAGE PLAN:

A. Unless otherwise advised, charges will be assessed against the contracted storage customer.

B. Settlement of charges will be made on a monthly basis on each car during each calendar month until the car is rebilled back to another carrier.

C. Switching Charge- Extra fees include a switching movement to access cars that are not first available from the place of storage due to the order that cars were received, also referred to "Cherry Picking." Charge is per car moved to access the requested car or cars. Cherry Picking will be assessed at a rate of \$150.00 per car.

ITEM 310 STORAGE OF RAILWAY EQUIPMENT MOVING ON OWN WHEELS

APPLICATION: This item applies to railway equipment held on AOK tracks that will move or has moved on its own wheels as freight under transportation charges.

COMPUTATION OF CHARGES: Storage charges will be assessed at a rate of \$60.00 per Storage day.

RESPONSIBILITY OF CAR: The shipper, receiver, owner or lessee is responsible for the car while in stored status according to the customer storage arrangement in place.

STORAGE DAYS WILL COMMENCE:

A. At Origin or Enroute: From the first 12:01 AM following placement of the equipment in storage and continuing until equipment is released from hold tracks. (Notice of arrival will be given consignee within twenty-four (24) hours after arrival of equipment at hold point).

B. At Destination: From the first 12:01 AM after notice of arrival is given consignee and continuing until equipment is released from hold tracks. (Notice of arrival will be given consignee within twenty-four (24) hours after arrival of equipment at hold point).

STORAGE PLAN:

A. Unless otherwise advised, charges will be assessed against the contracted storage customer on the railroad.

B. Settlement of charges will be made on a monthly basis for all equipment released from storage during each calendar month.

ITEM 320 STORAGE OF EXPLOSIVES, HAZARDOUS MATERIALS (OTHER THAN TIH/PIH)

APPLICATION:

A. This Item applies on any car (loaded or residue empty) containing Explosives or Hazardous Materials that is held on railroad controlled tracks, which includes Team Tracks.

B. Explosives are defined as Class A, B and C Explosives as named in Part 172, Commodity List, Tariff Bureau of Explosives (BOE) 6000-Series.

C. Hazardous Materials are defined as “Hazardous Wastes” and “Hazardous Substances” as named in Hazardous Materials Regulations of the U. S. Department of Transportation in 40 Code of Federal Regulations (CFR) 260 through 263 and 49 CFR 171.8 or successor thereof, requiring the use 4-digit identification numbers on shipping documents, placards or panels and identified with Standard Transportation Commodity Codes (STCC) beginning with 48 and 49 or beginning with STCC 28 and 29 and converting to STCC 48 or 49.

D. Demurrage charges will be in addition to the charges provided in this Item.

STORAGE DAYS WILL COMMENCE:

A. At Origin: From the first 12:01 AM following release of the car and continuing until a document is given AOK containing all necessary information to forward the car.

B. At Destination: From the first 12:01 AM after notice of arrival is given consignee and continuing until the car is released or placed on private tracks.

STORAGE PLAN:

A. Charges will be billed on a monthly basis.

B. Charges will apply per chargeable day until removal from railroad premises.

STORAGE CHARGE: \$150.00 per car, per Storage day.

SECTION IV RECIPROCAL SWITCHING

ITEM 330 RECIPROCAL SWITCHING

Shawnee OK, Between Industries listed within this item and AOK interchange with BN:

<u>Customer Name</u>	<u>Address</u>	<u>Rate per car</u>
Shawnee Milling Co.	Shawnee, OK	\$350.00
Hooten Oil Co.	Shawnee, OK	\$350.00
Carbo Ceramics	Shawnee, OK	\$300.00
All other	Shawnee, OK	\$300.00

ITEM 340 EQUIPMENT SUPPLIED FOR SPECIFIC DESTINATION OR JUNCTIONS

Empty cars that are ordered or supplied for specific destination or junctions that are loaded and billed to travel other than ordered or supplied route will incur a charge of \$500.00 per car. This charge will be assessed by the AOK.

NOTE: Charges can also be imposed by other roads involved or car owners.

THE END