



# THE APACHE RAILWAY COMPANY

## FREIGHT TARIFF APA 8000-B

(For Cancellations, see Item 1.00, this Tariff)

**DEMURRAGE, SWITCHING  
AND  
MISCELLANEOUS RULES AND CHARGES  
APPLYING FROM, TO, BETWEEN  
AND AT POINTS ON THE  
APACHE RAILWAY COMPANY**

**ISSUED: February 2, 2026**

**EFFECTIVE: February 15, 2026**

(for existing customers)

### ISSUED BY

**Rick Turley, Superintendent  
Apache Railway Company  
P. O. Box 857  
Snowflake, Arizona 85937**

## FREIGHT TARIFF APA 8000-B

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CANCELLATION NOTICE	DESCRIPTION																																																												
<p>FT APA 8000-B cancels FT APA 8000-A effective February 15, 2026 for existing customers. FT APA 8000-B Effective immediately for new customers.</p> <p>Provisions formerly published in FT APA 8000-A and not brought forward in FT APA 8000-B are hereby canceled.</p>	<p style="text-align: center;"><b>SECTION 1</b> <b>MISCELLANEOUS RULES AND CHARGES</b></p> <p style="text-align: right;"><b>ITEM</b></p>																																																												
<p><b>ITEM 2</b></p> <p style="text-align: center;"><b>RATE REQUEST</b></p> <p style="text-align: center;">All rate requests should be directed to:</p> <p style="text-align: center;">Rick Turley - Superintendent</p> <p style="text-align: center;">Email: <a href="mailto:Rickt@apacherailway.com">Rickt@apacherailway.com</a></p> <p style="text-align: center;">Phone: <a href="tel:928-536-4696">928-536-4696</a></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Administrative Fee for Processing Manual Bill of Lading</td><td style="text-align: right;">120</td></tr> <tr><td>Articulated Cars</td><td style="text-align: right;">175</td></tr> <tr><td>Car Hire</td><td style="text-align: right;">133</td></tr> <tr><td>Cars Interchanged in Error</td><td style="text-align: right;">114</td></tr> <tr><td>Cars Released and Subsequently Returned to Industry</td><td style="text-align: right;">155</td></tr> <tr><td>Cars Released, Not Ready to Pull</td><td style="text-align: right;">140</td></tr> <tr><td>Cars Returned to this Railroad by Connecting Carrier due to Customer Error</td><td style="text-align: right;">117</td></tr> <tr><td>Charge for Heavy Duty Flat Cars</td><td style="text-align: right;">195</td></tr> <tr><td>Cherry Picking</td><td style="text-align: right;">162</td></tr> <tr><td> </td><td> </td></tr> <tr><td>Congestion Resulting from Rail Customer May Result in an Embargo</td><td style="text-align: right;">180</td></tr> <tr><td>Damaged Railcars/Safe Return</td><td style="text-align: right;">145</td></tr> <tr><td>Dimensional Shipments and Shipments Exceeding Maximum Gross Weight on Rail</td><td style="text-align: right;">107</td></tr> <tr><td>Diversions or Reconsignment</td><td style="text-align: right;">191</td></tr> <tr><td>Empty Cars Ordered but not Loaded</td><td style="text-align: right;">142</td></tr> <tr><td>Equalization of Mileage on Tank Cars of Private Ownership</td><td style="text-align: right;">135</td></tr> <tr><td>Hazardous Materials</td><td style="text-align: right;">110</td></tr> <tr><td>Idler/Buffer Cars</td><td style="text-align: right;">170</td></tr> <tr><td>Liability and Indemnification</td><td style="text-align: right;">100</td></tr> <tr><td>Mileage Charges on Privately Owned Cars</td><td style="text-align: right;">112</td></tr> <tr><td>Notification of Rejected Equipment for Loading</td><td style="text-align: right;">130</td></tr> <tr><td>Ordering Empty Freight Cars for Loading</td><td style="text-align: right;">123</td></tr> <tr><td>Overloaded Cars</td><td style="text-align: right;">185</td></tr> <tr><td>Perishables</td><td style="text-align: right;">105</td></tr> <tr><td>Placement of Inbound Carload Shipments at Stations on the APA</td><td style="text-align: right;">190</td></tr> <tr><td>Re-Spotting (Set-Back) Charge</td><td style="text-align: right;">160</td></tr> <tr><td>Special Train Service</td><td style="text-align: right;">197</td></tr> <tr><td>Standby Service/Exclusive Switching</td><td style="text-align: right;">150</td></tr> <tr><td>Turning of Cars to Permit Loading or Unloading, Etc.</td><td style="text-align: right;">165</td></tr> <tr><td>Weighing Cars</td><td style="text-align: right;">172</td></tr> </table>	Administrative Fee for Processing Manual Bill of Lading	120	Articulated Cars	175	Car Hire	133	Cars Interchanged in Error	114	Cars Released and Subsequently Returned to Industry	155	Cars Released, Not Ready to Pull	140	Cars Returned to this Railroad by Connecting Carrier due to Customer Error	117	Charge for Heavy Duty Flat Cars	195	Cherry Picking	162			Congestion Resulting from Rail Customer May Result in an Embargo	180	Damaged Railcars/Safe Return	145	Dimensional Shipments and Shipments Exceeding Maximum Gross Weight on Rail	107	Diversions or Reconsignment	191	Empty Cars Ordered but not Loaded	142	Equalization of Mileage on Tank Cars of Private Ownership	135	Hazardous Materials	110	Idler/Buffer Cars	170	Liability and Indemnification	100	Mileage Charges on Privately Owned Cars	112	Notification of Rejected Equipment for Loading	130	Ordering Empty Freight Cars for Loading	123	Overloaded Cars	185	Perishables	105	Placement of Inbound Carload Shipments at Stations on the APA	190	Re-Spotting (Set-Back) Charge	160	Special Train Service	197	Standby Service/Exclusive Switching	150	Turning of Cars to Permit Loading or Unloading, Etc.	165	Weighing Cars	172
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For explanation of terms, abbreviations and reference marks, see last page of tariff.

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<p><b>ITEM 20</b> [A]</p> <p align="center"><b>CONSECUTIVE NUMBERS</b></p> <p>Where consecutive numbers are represented in this tariff by the first and last number connected by the word "to", or by a hyphen, they will be understood to include both the numbers shown.</p> <p>If the first number only bears a reference mark, such reference mark also applies to the last number shown and to all numbers between the first and last numbers.</p>	<p><b>ITEM 50</b></p> <p align="center"><b>APA FUEL SURCHARGE</b></p> <p>Charges published herein are subject to APA Fuel Surcharge Tariff APA 2025</p>
<p><b>ITEM 25</b> [A]</p> <p align="center"><b>CAPACITY AND DIMENSIONS OF CARS</b></p> <p>For marked capacities, length, dimension and cubical capacities of cars, see Official Railway Equipment Register, Tariff RER 6410 Series, issued by R.E.R. Publishing Corporation, Agent.</p>	<p><b>ITEM 55</b></p> <p align="center"><b>NORMAL HOURS OF OPERATION</b></p> <p>For the purpose of applying the provisions of this tariff, APA's normal hours of operation are:</p> <p>6:00 a.m. to 2:30 p.m. AZ Time, Monday through Friday, except Holidays (See Item 56, this tariff).</p>
<p><b>ITEM 30</b> [A]</p> <p align="center"><b>METHOD OF CANCELLING, CHANGING OR ADDING ITEMS</b></p> <p>As this tariff is supplemented, numbered Items with letter suffixes cancel correspondingly numbered items in the original tariff or in a prior supplement. Letter suffixes will be used in alphabetical sequence starting with "A".</p> <p>Example: Item 100-A cancels Item 100. Item 100-B cancels Item 100-A</p>	<p><b>ITEM 56</b> [C]</p> <p align="center"><b>HOLIDAYS OBSERVED BY APA</b></p> <p>New Year's Day Memorial Day Independence Day Labor Day Thanksgiving Day Christmas Day</p>
<p><b>ITEM 35</b> [A]</p> <p align="center"><b>FORCE MAJEURE</b></p> <p>APA shall be excused from its performance if and to the extent prevented or delayed by the following natural or deemed force majeure conditions: Act of God; authority of law; weather impediments; fire; explosion; labor disputes; embargo; war; insurrection; threatened or actual act of terrorism; derailment; or other like causes beyond its control. A downturn in the economy is not a force majeure condition. APA when claiming force majeure shall notify all other parties as soon as practical upon the beginning and ending of the force majeure condition.</p>	<p><b>ITEM 65</b> [A]</p> <p align="center"><b>PAYMENT OF CHARGES</b></p> <p>Customer shall be liable for payments of the transportation charges accruing on a shipment and nothing herein shall limit the right of the APA to require at time of movement, shipment or delivery the prepayment or guarantee of charges set forth herein, unless Customer has entered into an agreement for credit with the APA. Customer will pay APA immediately upon presentation of a bill therefor by APA. If charges have not been prepaid, or Customer has not entered into an agreement for credit with APA, the APA will not accept shipment from Customer, make delivery of shipment to Customer or accept request for any other movement of car without payment or guarantee of all outstanding or current charges.</p> <p>Acceptance of shipment by Customer shall be deemed acceptance of responsibility for payment of all charges accruing on the shipment, including, but not limited to demurrage, switching and all other charges that may be applicable. Such payment shall be in U.S. money and cannot be reduced to offset claims, damages to property, or for any other reasons.</p> <p>FINANCE CHARGES: The APA will assess a finance charge of 1.5% per month (18% per annum) on unpaid bills, including, without limitation, demurrage, switching and all other charges which are not paid within credit period. The finance charge continues to accrue daily until payment is received by this railroad.</p>
<p><b>ITEM 40</b> [A]</p> <p align="center"><b>EXPLOSIVES AND DANGEROUS ARTICLES</b></p> <p>For rules and regulations governing the transportation of explosives and other dangerous articles by freight, also specifications for shipping containers and restrictions governing the acceptance and transportation of explosives and other dangerous articles, see Tariff BOE 6000-Series.</p>	<p align="center">(Continued on next page)</p>
<p align="center">For explanation of terms, abbreviations and reference marks, see last page of tariff.</p>	

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<p align="center"><b>RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - UNLIMITED</b></p>	<p align="center"><b>SECTION 1 MISCELLANEOUS RULES AND CHARGES</b></p>
<p><b>ITEM 65 Cont'd</b> [A]</p> <p align="center"><b>PAYMENT OF CHARGES</b></p> <p>If APA, at its sole discretion, uses a collection agency or attorneys to collect delinquent bills for freight or other charges and APA is successful in collecting such charges, Customers shall reimburse APA for all reasonable collection costs, including reasonable collection agency fees and reasonable attorneys' fees.</p>	<p><b>ITEM 100</b> [A]      <b>LIABILITY AND INDEMNIFICATION</b></p> <p>49 U.S.C. Section 11706 provides for full-value liability and other liability terms for the rail carrier and the Customer (Carmack Liability protection). In order for a shipment to be subject to the terms of 49 U.S.C. Section 11706, the Customer must comply with all of the following provisions:</p>
<p><b>ITEM 70</b> [A]</p> <p align="center"><b>REBILLED CARS</b></p> <p>Any car of which rebilling is requested will have a charge of \$300.00 per car assessed against requesting party.</p>	<p>1. (a) On shipments that the Customer chooses Carmack Liability protection, Customer must contact the APA by phone 928-536-4696 and by email: <a href="mailto:notices@apacherailway.com">notices@apacherailway.com</a>, no less than 72 hours prior to movement by the APA.</p>
<p><b>ITEM 75</b></p> <p align="center"><b>SECURITY DEPOSIT</b></p> <p>For Customers who have established credit with the APA railroad, a deposit to secure payment of all charges, including, demurrage, storage, detention, switching or other accessorial charges that may accrue, may, at APA's option, be required from such Customer who has failed to pay demurrage, storage, detention, switching or other accessorial charges when due under applicable laws and regulations. (Customers as referred to herein shall mean any and all consignors, consignees, beneficial owners or other responsible parties.)</p> <p>The deposit must be paid before any freight car or trailer is delivered to such Customer for loading or unloading.</p> <p>The minimum deposit for each freight car will be the average amount per freight car of demurrage, detention, storage, switching or other accessorial charges outstanding at the time this tariff provision is invoked against Customer. The maximum amount of deposit will be determined by this railroad's credit office or through other alternative forms of security. APA may waive the minimum deposit per car by accepting a revolving deposit of \$1,000.00 to \$50,000.00 based on traffic volume. The deposit will be held in an escrow account to guarantee payment of and to be applied against any switching, demurrage, detention, storage or other accessorial charges which may accrue since the implementation of the security deposit arrangement.</p> <p>This railroad will refund the deposit or balance of the deposit within thirty (30) days after notification by its agents that the equipment has been released to this railroad. Any switching, demurrage, detention, storage or other accessorial charges will be deducted from the deposits before any refunds are made. The deposit or balance of the deposit may be transferable to another freight car to cover charges incurred since the implementation of the security deposit arrangement.</p> <p>Security deposits will no longer be required after the Customer has paid all outstanding switching, demurrage, detention, storage and other accessorial charges and has given assurance in writing to the satisfaction of this railroad's credit office that future switching, demurrage, detention, storage and other accessorial charges will be paid within the credit period.</p>	<p>(b) The Customer must obtain a special APA price authority from the appropriate APA sales representative. Such special price authority will be at least 200% of the otherwise applicable price authority. The price authority must reference 49 U.S.C. 11706.</p> <p>(c) The shipping instructions must note that the shipment is moving under 49 U.S.C. 11706 liability terms and is subject to the special price authority.</p> <p>(d) At APA's sole discretion, the shipment must be prepaid.</p> <p>2. If Customer does not elect Carmack Liability protection, APA will assume liability for freight claims subject to the following limitations:</p> <p>(a) The Minimum Claim for loss or damage to freight is \$250.00.</p> <p>(b) APA's Maximum liability for loss or damage to freight is \$250,000.00 per shipment.</p> <p>(c) With respect to liability claims, the "value" of the commodity shall be computed on the basis of value at the time of shipment under the Bill of Lading</p> <p>(d) There will be no presumption of APA fault for the loss of, damage to, or delay in the transportation of the commodities. The burden of proof to establish the culpability of APA is upon the complainant. APA is not liable for any loss of, damage to or delay in transportation of the commodities, except where APA's intentional act or omission, gross negligence or simple negligence is the direct and proximate cause of the injury.</p> <p>(e) The Customer is responsible for proper and lawful packaging, loading, stacking, blocking, bracing and ventilation of the commodities.</p> <p>(f) Individual pricing documents may contain different limits of liability which take precedents over the provisions set forth herein.</p> <p>3. Customer agrees to defend, indemnify and hold harmless the APA from any loss, damage, personal injuries or death resulting from Customer's negligence, improper loading; or, defects in or failure of railcars and equipment.</p> <p>4. Acceptance of a shipment by the APA for transportation shall not be considered as a waiver of Customer's liability.</p> <p>5. The APA shall not be liable for any loss, damage, or injury caused by an act of God, the public enemy, act of the Customer, a public authority, riots, strikes, acts of civil disobedience, inherent vice, or nature of the goods.</p> <p>The APA shall not be liable for any loss, damage or injury due to Customer's negligence, improper loading, unloading or defective equipment.</p>
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SECTION 1 MISCELLANEOUS RULES AND CHARGES	SECTION 1 MISCELLANEOUS RULES AND CHARGES
<p><b>ITEM 105</b> [A]</p> <p align="center"><b>PERISHABLES</b></p> <p>The APA does not provide protective service. Perishable freight under protective service will be accepted from connecting railroad for delivery to Customers with the understanding that protective service is not provided by the APA and the APA accepts no liability for any loss or damage resulting from failure of such protective service.</p>	<p><b>ITEM 112</b> [A]</p> <p><b>MILEAGE CHARGES ON PRIVATELY OWNED CARS</b></p> <p>Unless otherwise provided contractually, the APA will not pay mileage charges on privately owned or leased cars moving from, to or via stations on the APA.</p>
<p><b>ITEM 107</b> [A]</p> <p align="center"><b>DIMENSIONAL SHIPMENTS AND SHIPMENTS EXCEEDING MAXIMUM GROSS WEIGHT ON RAIL</b></p> <p>The APA will not accept in interchange shipments of excessive dimensions, nor shipments exceeding 263,000 lbs. maximum gross weight on rail (car and lading) unless prior arrangements have been made with the APA.</p> <p>A charge of \$500.00 per car will be assessed delivering carrier for the return and/ setback/ repositioning of such cars interchanged to the APA.</p>	<p><b>ITEM 114</b> [I]</p> <p align="center"><b>CARS INTERCHANGED IN ERROR</b></p> <p>A charge of \$300.00 per car will be assessed delivering carriers on all cars interchanged to the APA in error.</p>
<p><b>ITEM 110</b> [A]</p> <p align="center"><b>HAZARDOUS MATERIALS</b></p> <p>Shipments of Hazardous Materials will not be accepted in interchange unless prior arrangements have been made with the APA (See Note).</p> <p>Note: On shipment of any hazardous material accepted by the APA, shipper shall indemnify the APA and hold the APA harmless for any and all loss, liability or cost whatsoever that the APA may incur or be held responsible for, to the extent that such liability is due to, or arises from:</p> <ul style="list-style-type: none"> <li>(a) defects in or failure of shipper's cars and equipment,</li> <li>(b) a failure of shipper or shipper's agent to conduct proper or appropriate pre-shipment inspection of the cars as described in 49 CFR Sec. 173.31 (d) or</li> <li>(c) misidentification of commodity shipped.</li> </ul>	<p><b>ITEM 117</b> [A]</p> <p align="center"><b>CARS RETURNED TO THIS RAILROAD BY CONNECTING CARRER DUE TO CUSTOMER ERROR</b></p> <p>On cars released by Customer that are returned to this railroad by BNSF due to improper billing instructions, loading requirements, or any other reason caused by the Customer, the Customer will be assessed a charge of \$400.00 per car which will be in addition to any other applicable linehaul and accessorial charges.</p>
<p>The foregoing indemnification shall not apply to any loss or liability caused by or due to the APA's failure to conduct pre-departure inspections as described in 49 CFR Sec. 174.9 or failure to follow AAR interchange rules, or any other liability resulting from the APA's negligence. The above provisions apply to shipments of Classes A, B or C explosives, as named in Section 172.101 Hazardous Materials Table of Tariff BOE 6000-Series, and hazardous materials, substances or wastes requiring the use of a 4-digit identification number on shipping papers, placards or panels, as named in Section 172.101 Hazardous Materials Table of Tariff BOE 6000-Series, while held on the APA premises.</p>	<p><b>ITEM 120</b> [A]</p> <p align="center"><b>ADMINISTRATIVE FEE FOR PROCESSING MANUAL BILL OF LADING</b></p> <p>A \$125.00 fee will be assessed to the responsible billing party when a manual bill of lading is submitted via email or any other means and it has not been electronically submitted, requiring an APA representative to manually process the bill of lading and electronic submit it to BNSF. This pertains to <i>non-local</i> cars only.</p>
	<p><b>ITEM 123</b> [A]</p> <p align="center"><b>ORDERING EMPTY FREIGHT CARS FOR LOADING</b></p> <p>Consignors ordering railroad equipment for loading should do so at least 14 days prior to the planned loading date. The car order must specify the company and person ordering the empty equipment, quantity, car type, any specific quality or accessory requirements, routing, planned destination, and the date the equipment is requested for placement. APA will fulfill car orders with APA and BNSF equipment.</p> <p>Orders for cars in greater quantity than weekly track capacity may be reduced by APA. In such cases, the Responsible Party will be notified by APA as to the quantity reduced.</p>
<p align="center">For explanation of terms, abbreviations and reference marks, see last page of tariff.</p>	

**FREIGHT TARIFF APA 8000-B**

<b>SECTION 1 MISCELLANEOUS RULES AND CHARGES</b>		<b>SECTION 1 MISCELLANEOUS RULES AND CHARGES</b>	
<p><b>ITEM 130</b> [A]</p> <p align="center"><b>NOTIFICATION OF REJECTED EQUIPMENT FOR LOADING</b></p> <p>When a car is actually placed for loading and is determined by the consignor to be unfit for loading, the Responsible Party must contact APA by Phone: 928-536-4696 and by e-mail at: <a href="mailto:notices@apacherailway.com">notices@apacherailway.com</a> indicating the car initials, number, and the specific condition causing the equipment to be rejected. Release to APA must be accomplished within 24 hours of actual placement (exclusive of Saturdays, Sundays and Holidays). Demurrage charges will not apply on cars rejected within the 24 -hour period specified.</p>		<p><b>ITEM 145</b> [A]</p> <p align="center"><b>DAMAGED RAILCARS/ SAFE RETURN</b></p> <p>APA reserves the right to refuse or repair any damaged railcars delivered at interchange. Once railcars have been placed on the Responsible Party's track, the cars will be considered in the custody of the Customer. Customers are liable for all damage to railcars while being moved, loaded, or unloaded by the Customer. If damage or defects are found on a railcar, the Customer must notify APA for inspection and repair. If repairs to damage caused by the Customer cannot be made on the Customer's track, a switch charge of \$400.00 will apply.</p> <p>Prior to releasing railcars to APA, all railcars must be returned in a safe and secure manner, including the securing of all doors, hatches, outlet gates, dunnage, and tie-down devices. APA will not move cars deemed unsafe to do so.</p>	
<p><b>ITEM 133</b> [A]</p> <p align="center"><b>CAR HIRE</b></p> <p>The APA is not responsible for Car Hire liability while a railcar is at APA's Shop.</p>		<p><b>ITEM 150</b> [A]</p> <p align="center"><b>STANDBY SERVICE / EXCLUSIVE SWITCHING</b></p> <p>When the APA's locomotive and crew are held at the request of an industry or delayed by an industry within the confines of the industry or immediately adjacent thereto, the charge for such standby shall be \$350.00 per hour or fraction thereof. Such charges shall be in addition to other published charges, if any, applicable to cars delayed or handled, including those set forth in Item 197, No 4.</p>	
<p><b>ITEM 135</b> [A]</p> <p align="center"><b>EQUALIZATION OF MILEAGE ON TANK CARS OF PRIVATE OWNERSHIP</b></p> <p>FT RIC 6007-O, Item187-Series "Equalization of Mileage on Tank Cars of Private Ownership" does not apply for account of the APA.</p>		<p><b>ITEM 155</b> [A]</p> <p align="center"><b>CARS RELEASED AND SUBSEQUENTLY RETURNED TO INDUSTRY</b></p> <p>When, on shipper's orders, cars that have been released and pulled by this railroad are returned to industry, a charge of \$400.00 per car will be assessed for the return of such cars. Demurrage charges will continue to apply until cars are released.</p>	
<p><b>ITEM 140</b> [A]</p> <p align="center"><b>CARS RELEASED, NOT READY TO PULL</b></p> <p>When a Customer releases a rail car and APA determines upon arrival the car is not ready to pull, a charge of \$400.00 per car will be assessed in addition to all other applicable charges.</p>			
<p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p>			

**FREIGHT TARIFF APA 8000-B**

<b>SECTION 1 MISCELLANEOUS RULES AND CHARGES</b>		<b>SECTION 1 MISCELLANEOUS RULES AND CHARGES</b>	
<p><b>ITEM 160</b> [A]</p> <p align="center"><b>RE-SPOTTING (SET-BACK) CHARGE</b></p> <p>Customer will be assessed a charge of \$400.00 per car on cars that have been placed for loading or unloading and subsequently removed and re-spotted (set-back) in order to place or move other cars. Demurrage charges will continue to apply until cars are released.</p>		<p><b>ITEM 175</b> [A]</p> <p align="center"><b>ARTICULATED CARS/CHARGES</b></p> <p>A car created by the uniting of two or more rail cars to form a single unit which is free to swivel.</p> <p>Unless otherwise provided by separate agreement, movements of articulated cars (two or more units permanently or temporarily joined together), charges published in this tariff will apply separately to each unit of the articulated equipment</p>	
<p><b>ITEM 162</b> [A]</p> <p align="center"><b>CHERRY PICKING</b></p> <p>Request for movement of specific car(s) that are not readily available or accessible in order. Customer will be assessed charge of \$400.00 per car per movement unless other arrangements with APA have been made.</p>		<p><b>ITEM 180</b> [A]</p> <p align="center"><b>CONGESTION RESULTING FROM RAIL CUSTOMER MAY RESULT IN AN EMBARGO</b></p> <p>If a Customer's excessive retention or ordering of railcars results in operational congestion of Customer's and/or APA's tracks, the APA may impose an embargo against Customer.</p>	
<p><b>ITEM 165</b></p> <p align="center"><b>TURNING OF CARS TO PERMIT LOADING OR UNLOADING, ETC.</b></p> <p>If cars are turned at request of Customer to facilitate loading or unloading, or for any other purpose, a charge of \$400.00 per car per occurrence will be assessed and will be in addition to all other applicable charges. (See Note, this item.)</p> <p>Note - Charge will not apply to properly placarded boxcars.</p>		<p><b>ITEM 185</b> [A]</p> <p align="center"><b>OVERLOADED CARS</b></p> <p>Cars found to be overloaded will be subject to the following additional charges:</p> <ol style="list-style-type: none"> <li>(1) No Charge - When a car is discovered to be overloaded at loading point or within the confines of the industry. Demurrage to apply.</li> <li>(2) \$500.00 per car - When a car is discovered to be overloaded beyond loading point or confines of the industry. Charge to be assessed consignor. (It will be the responsibility of the consignor to adjust the lading at its own expense sufficient to eliminate the overload condition.)</li> <li>(3) \$550.00 per car - When a car is received in interchange from connections and is found to be overloaded, such car will be returned to delivering carrier or placed on a repair track for adjustment to lading to eliminate the overload condition. Charge to be assessed delivering carrier.</li> </ol>	
<p><b>ITEM 170</b> [A]</p> <p align="center"><b>IDLER / BUFFER CARS</b></p> <p>Idler / Buffer cars will be subject to the same "USE CHARGE" published in Item 195 on HEAVY DUTY FLAT CARS.</p> <p>(An Idler / Buffer car is an empty car, on which no part of a load rests, that is used in transporting freight of unusual length or excessive weight for the safe transportation or protection of the lading).</p>		<p><b>ITEM 190</b> [A]</p> <p align="center"><b>PLACEMENT OF INBOUND CARLOAD SHIPMENTS AT STATIONS ON THE APA</b></p> <p>At the request of consignee, the APA will spot inbound carload shipments at any site it serves within the switching limits of the billed destination at no additional charge. This service will only apply when requests are received by this railroad prior to spotting at the original billed unloading site.</p>	
<p><b>ITEM 172</b> [A]</p> <p align="center"><b>WEIGHING CARS</b></p> <p>APA will weigh cars for a charge of \$400.00 per car.</p>			
<p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p>			



**FREIGHT TARIFF APA 8000-B**

**SECTION 1  
MISCELLANEOUS RULES AND CHARGES**

**ITEM 191**

[A]

**DIVERSION OR RECONSIGNMENT**

One diversion or reconsignment will be allowed on a shipment received on the tracks of the APA, provided no previous diversion or reconsignment has taken place on the same shipment, subject to the following conditions: (See Note)

1. Definition - A single change in name of consignor and/or consignee, and/or a single change in destination or place of delivery at destination.
2. Diversion or reconsignment may be made only at a point intermediate between interchange with line-haul carrier and origin or original destination on the APA.
3. The rate to be used will be the through rate from point of origin to final destination, subject to the rate from point of origin to diversion point, or from diversion point to final destination, whichever is higher, as a minimum.
4. Diversion or reconsignment will only be accorded when order is placed with an authorized agent of the APA prior to arrival of car at destination and in time to permit instructions to be relayed to yard personnel.
5. The charge for diversion or reconsignment shall be \$400.00 per single car and \$250.00 per car on shipments of 5 cars or more.
6. On a "straight" Bill of Lading consignment, the original Bill of Lading should be surrendered or other proof of ownership established.
7. On a shipment consigned "To Order," an order to divert or reconsign under these rules will not be effective until the original Bill of Lading is surrendered for cancellation, endorsement of diversion or reconsignment, or exchange, or in its absence the property may be diverted or reconsigned in advance of the surrender of the Bill of Lading only under the provisions of Uniform Freight Classification (see Item 5) concerning the delivery of shipments consigned "To Order."
8. Shipments on "straight" Bill of Lading, showing consignment to one party with instructions therein, or on which instructions are otherwise given to:
  - a) Notify or advise another party and deliver only upon surrender of written order; or
  - b) Deliver only upon surrender of the original Bill of Lading; or when
  - c) Consigned in any other manner which imposes upon the carrier the obligation not to make delivery or permit diversion except upon surrender of original Bill of Lading or written order should be treated as shipments billed "To Order" unless the reconsignment or diversion order is given by or the delivery is to such original billed consignee or his agent. The "Advise" or "Notify" party must be considered as the consignee.

(Continued on next page)

**SECTION 1  
MISCELLANEOUS RULES AND CHARGES**

**ITEM 191 (Cont'd)**

[A]

**DIVERSION OR RECONSIGNMENT**

9. A request for diversion or reconsignment must be made or confirmed in writing, and an order for diversion or reconsignment which specifies that through rate is to be protected will not be construed as obligating carriers to protect other than the lawful rate and charges under these rules.
10. When an order for diversion or reconsignment requires the application of a rate and/or route which cannot be lawfully applied via the point at which the diversion or reconsignment is made, prompt notice shall be given to the party requesting the diversion or reconsignment.
11. When delivery to consignee cannot be accomplished due to gross weight of car and contents exceeding carrier's track limitations, no charge will be assessed for the diversion or reconsignment of shipment.

NOTE - This item will not apply when the provisions of Item 190 apply.

**ITEM 195**

[A]

**CHARGE FOR HEAVY DUTY FLAT CARS**

1. When heavy-duty flat cars as defined in the Heavy Capacity And Special Type Flat Cars Section of the Official Railway Equipment Register are used on shipments originating or terminating on the APA, the following charges will be assessed:

**USE CHARGE**

\$2,500.00 per car movement.

**SPECIAL DETENTION CHARGES**

2. APA may charge up to \$300.00 per car per day when heavy duty flat cars are held short of destination due to Customer request, a Customer's inability to receive the car, or held beyond the Free Time permitted. The above charge will be assessed in addition to demurrage charges provided in Section 3 of this tariff.

**NON-USE CHARGE**

3. When car is ordered, placed and released back to the APA without being used in transportation service, a charge of \$525.00 per car will be assessed and will be in addition to all other applicable demurrage charges in Section 3 of this tariff.

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

**FREIGHT TARIFF APA 8000-B**

<p align="center"><b>SECTION 1 MISCELLANEOUS RULES AND CHARGES</b></p>	<p align="center"><b>SECTION 2 SWITCHING RULES AND CHARGES</b></p>
<p><b>ITEM 197</b> [A]</p> <p align="center"><b>SPECIAL TRAIN SERVICE</b></p> <p>Special Train (Freight and Passenger) and Switching Service is the movement of a train or switching in other than normal service (1) at the specific request of the shipper or consignee, (2) as may be required due to shipments of excessive dimensions, weight, high center of gravity or other conditions outside normal train operations, or (3) as deemed necessary by this railroad for safe movement, requiring this railroad to furnish a locomotive and train crew consisting of engineer and conductor for the sole purpose of accommodating subject movement.</p> <p align="center"><b>CHARGES</b></p> <p>1. Applies during normal business hours of operation (See Item 55).</p> <p>The charge for special train or switching service during normal service hours will be \$2,000.00 not exceeding 8 hours, per occurrence, and will be in addition to all other charges associated with the movement.</p> <p>2. Applies outside normal business hours of operation (See Item 55).</p> <p>The charge for special train or switching service provided outside normal service hours will be \$2,000.00, plus \$200.00 per hour (minimum 4 hours) but not exceeding 12 hours, per occurrence, and will be in addition to all other charges associated with the movement.</p> <p>3. Applies during Holidays (See Item 56).</p> <p>The charge for special freight train or switching service on a Holiday will be \$3,000.00, plus \$300.00 per hour (minimum 4 hours) but not exceeding 12 hours, per occurrence, and will be in addition to all other charges associated with the movement.</p> <p>4. Applies during normal, outside normal business hours of operation, and Holidays (See Item 55 &amp; Item 56).</p> <p>A Fuel surcharge of \$100.00 per hour for each hour of standby or special train service will be assessed, in addition to all other published charges associated with the movement, including numbers 1 thru 3 above and also including Item 150.</p> <p>The above charges to be calculated from the time the crew and locomotive report for special service until the return of crew and locomotive to starting point.</p> <p>(The APA reserves the right to restrict or modify any request for special train services or switching and to modify the forgoing charges by contractual arrangement.)</p>	<p><b>ITEM 200</b> [I]</p> <p align="center"><b>SWITCHING</b></p> <p align="center"><b>DEFINITIONS</b></p> <p>INTRA-PLANT SWITCHING is the movement of a rail car from one track to another track within the same plant or industry or from one location to another on the same track within the same plant or industry.</p> <p>INTRA-TERMINAL SWITCHING is the movement of a rail car from one track to another track of the same railroad within the same rail station or between the track(s) of an industry and the track(s) of the railroad or between the tracks of two separate industries served by the same rail station.</p> <p>INTER-TERMINAL SWITCHING is the movement of a rail car from one track on one railroad to a track on another railroad, when both tracks are within the switching limits of the same station. Charges apply unless other arrangements have been made by contract.</p> <hr/> <p><b>ITEM 210</b> [I]</p> <p align="center"><b>INTRA-PLANT SWITCHING CHARGE</b></p> <p>APA will perform intra-plant switching at \$200.00 per car.</p> <hr/> <p><b>ITEM 215</b> [I]</p> <p align="center"><b>INTRA-TERMINAL SWITCHING CHARGE</b></p> <p>APA will perform intra-terminal switching at \$200.00 per car.</p> <hr/> <p><b>ITEM 220</b> [I]</p> <p align="center"><b>INTER-TERMINAL SWITCHING CHARGE</b></p> <p>APA will perform inter-terminal switching at \$200.00 per car.</p>
<p align="center">For explanation of terms, abbreviations and reference marks, see last page of tariff.</p>	

**FREIGHT TARIFF APA 8000-B**

SECTION 3 DEMURRAGE RULES AND CHARGES	SECTION 3 DEMURRAGE RULES AND CHARGES
<p><b>ITEM 300</b> [A]      <b>CAR DEMURRAGE</b></p> <p>Demurrage is a charge that both compensates rail carriers for the expenses incurred when rail cars are detained beyond a specified period of time (i.e., Free Time) for loading or unloading, and serves as a penalty for undue car detention to encourage the efficient use of rail cars in the rail network.</p> <p>Except where provided to the contrary, Demurrage Rules and Charges contained herein apply on all railroad owned or leased cars and private non-railroad owned or leased cars held for or by consignors and consignees for any purpose. <u>Exception: Demurrage will not be assessed on private cars held on private owned or leased track.</u></p> <p>Except as otherwise provide herein, all railroad and privately owned cars held for or by Consignors or Consignees for any purpose are subject to demurrage rules and charges contained in this tariff.</p> <p>(1) Consignor includes any person receiving railcars from this railroad for loading as more specifically provided for in 49 CFR 1333.</p> <p>(2) Consignee includes any person receiving railcars from this railroad for unloading as more specifically provided for in 49 CFR 1333.</p>	<p><b>ITEM 310</b></p> <p align="center"><b>APA NOTIFICATION TO CUSTOMERS</b></p> <p>APA shall provide Customer notification as follows:</p> <ol style="list-style-type: none"> <li>For Customers having their own private track or located on a private track, actual delivery of a car will constitute notification.</li> <li>For Customers having their own private track or located on a private track who are unable to receive cars because of a condition attributable to the Customer, notice of constructive placement shall constitute notification.</li> <li>For Customers having their own track and providing their own plant site switching, delivery of cars to the property line or a point designated by the Customer for delivery of traffic shall constitute notification.</li> <li>For Customers receiving freight at a public delivery track, APA shall provide notice to any person designated by the Customer to receive notice when the car is actually placed.</li> <li>Should a car be stopped in transit, APA shall provide notice to the Customer ordering the car at the point of stoppage.</li> <li>When a Customer/consignee has refused to accept a car upon delivery, APA shall provide notice to the consignor.</li> </ol> <p>The time and date of the written confirmation shall be used for computation of demurrage charges.</p> <p>APA Customer notification shall include the car reporting marks and car number and, where the cargo has been transferred from one car to another car while in transit. APA shall also provide the Customer with the reporting marks and car number of the origin car.</p> <p>APA shall provide oral telephone notification of delivery to Customer, followed up in writing by either fax or email transmission.</p>
<p><b>ITEM 305</b></p> <p align="center"><b>GENERAL RULES</b></p> <ol style="list-style-type: none"> <li>These rules are applicable at all points on APA.</li> <li>The disposition of a car at its point of detention determines the purpose for which the car is held and the rules applicable thereto.</li> <li>Except as noted, all cars bearing railroad markings shall be subject to demurrage.</li> <li>Demurrage shall <u>begin to run 48 hours</u> following its actual or constructive placement by APA and shall end once the Customer notifies APA that a car is ready for pick up.</li> <li>Notice by Customer that a car has been loaded or unloaded and is available for pick up shall be communicated by either by phone call and email transmission.</li> <li>Where a Customer wrongfully refuses to accept a car containing cargo or fails to claim cargo in a car without giving APA instructions as to the future disposition of that car, APA may sell or dispose of the cargo in that rail car once it has been held beyond the legal requirement.</li> <li>A Customer may properly refuse to accept for loading a car when car is unsuitable for loading.</li> </ol>	<p><b>ITEM 315</b></p> <p align="center"><b>CUSTOMER NOTIFICATION TO APA</b></p> <p>Customers shall provide oral telephone notification to APA at 928-536-4696 that cars have been unloaded or loaded and are ready for pick up, followed up in writing by email to <a href="mailto:notices@apacherailway.com">notices@apacherailway.com</a></p>
<p align="center">For explanation of terms, abbreviations and reference marks, see last page of tariff.</p>	

**FREIGHT TARIFF APA 8000-B**

SECTION 3 DEMURRAGE RULES AND CHARGES	SECTION 3 DEMURRAGE RULES AND CHARGES
<p><b>ITEM 320</b> [R][I]</p> <p align="center"><b>CARS HELD FOR LOADING</b></p> <p>A car shall be considered tendered when APA has provided notice to the Customer of an empty car ordered by the Customer and the car has been placed, either actually or constructively.</p> <p>A car shall be considered released when the Customer has provided forwarding instructions and, in the case of Customers providing their own plant site switching, the car has been delivered to the property line or the point designated by the Customer for delivery of traffic. Cars deemed by APA to have been overloaded or improperly loaded at origin shall not be considered released until the load has been adjusted.</p> <p>Cars set for loading will be allowed <u>48 hours</u> free time. Free time starts upon constructive placement of car, <u>after</u> which demurrage shall be charged at a rate of \$60.00 per car per day or fraction thereof for each day held beyond the free time allowed. Cars found to not be ready for pick up after the car has been released by the Customer will receive additional charge of <u>\$75.00 per car per day or fraction thereof until released.</u></p>	<p><b>ITEM 332</b></p> <p align="center"><b>ERRONEOUS ASSESSMENT OF DEMURRAGE</b></p> <p>If demurrage charges are assessed erroneously, they will be adjusted to the amount that would have accrued but for such error. Claims for erroneous billing must be presented to APA, in writing, by the last day of the calendar month following the month in which the bill was issued, stating fully the conditions for which relief is claimed. Otherwise, the original bill will be subject to payment in full.</p>
<p><b>ITEM 325</b> [R][I]</p> <p align="center"><b>CARS HELD FOR COMPLETE UNLOADING</b></p> <ol style="list-style-type: none"> <li>A car shall be considered tendered when the Customer has provided notice to APA that the car is empty and available or has been reloaded and forwarding instructions have been provided APA.</li> <li>A car shall be considered released when the Customer advises APA that a car is empty; in the case of Customers providing their own plant site switching, the car has been delivered to the property line or the point designated by the Customer for release; and, in the case of cars unloaded and reloaded, when the Customer provides APA forwarding instructions.</li> <li>Cars set for unloading will be allowed <u>48 hours</u> free time. Free time starts upon constructive placement of car, <u>after</u> which demurrage shall be charged at a rate of \$60.00 per car per day or fraction thereof for each day held beyond the free time allowed. Cars found to not be ready for pick up after the car has been released by the Customer will receive an additional charge of <u>\$75.00 per car per day or fraction thereof until released until picked up.</u></li> </ol>	<p><b>ITEM 335</b></p> <p align="center"><b>TERMS OF PAYMENT</b></p> <p>Payment for demurrage charges will be due within 30 days from the date of billing. Any account not paid within 30 days will be considered delinquent. A charge equivalent to <b>20%</b> per year will be assessed for late payment, calculated through the day payment is received and based upon a year of 360 days.</p>
<p><b>ITEM 330</b> [A]</p> <p align="center"><b>CARS NOT SUITABLE FOR LOADING</b></p> <p>APA will assess a charge of \$300.00 per car against the carrier furnishing a car when that car is refused or rejected by the Customer because it is not in proper condition for loading.</p>	<p><b>ITEM 340</b> [I]</p> <p align="center"><b>CARS FOUND EMPTY OR LOADED</b></p> <p>APA will assess a charge of \$300.00 per car against a delivering carrier on inbound cars received for unloading but found empty and on inbound cars received as empty and found loaded or partially loaded.</p> <p>APA will assess a charge of \$500.00 per car against a Customer on outbound cars released as loaded but found empty and on outbound cars released as empty and found loaded or partially loaded.</p>
	<p><b>ITEM 345</b></p> <p align="center"><b>RELIEF OF DEMURRAGE CHARGES</b></p> <p>A Customer seeking to dispute a charge must present its claim in writing to APA by the last day of the calendar month following the month in which the invoice was issued, stating fully the basis for its dispute.</p>
	<p><b>ITEM 350</b></p> <p align="center"><b>REFLIEF FROM BUNCHING</b></p> <p>The APA will only grant relief from bunching when causes are directly attributable to itself.</p>
<p>For explanation of terms, abbreviations and reference marks, see last page of tariff.</p>	

FREIGHT TARIFF APA 8000-B

SECTION 2  
DEMURRAGE RULES AND CHARGES

ITEM 355

DEFINITIONS

The following definitions shall apply for the purpose of interpreting this tariff:

**ACTUAL PLACEMENT** is the placement of a car so that it is available for loading or unloading at the Customer's facility or at a place designated by the Customer.

**APA LEASED TRACK** is a track leased and available for the loading or unloading of rail cars. [A]

**CONSTRUCTIVE PLACEMENT** is the placement of a car at a point other than that at the Customer's facility or a place designated by the Customer after APA notifies the Customer. APA reserves the right to constructively place a rail car whenever a car cannot be actually placed because of a condition attributable to the Customer.

**CUSTOMER** is the party tendering (the consignor) or receiving (the consignee) freight regardless of whether the party is the one responsible for payment of freight charges.

**DEMURRAGE** is a charge levied by APA for holding a rail car actually or constructively placed at the Customer's facility beyond the allowable free time.

**FREE TIME** is the amount of time in hours between the time a rail car is actually or constructively placed at the Customer's facility and the time that demurrage begins to run.

**FORWARDING INSTRUCTION** is a bill of lading or other direction given by the Customer to APA containing all information necessary for APA to transport the freight.

**LOADING** is the act of placing cargo in a rail car pursuant to published loading and clearance rules and the furnishing of forwarding instructions.

**OPEN GATE** is the unrestricted access (physical or otherwise) by APA to the Customer's facility so as to permit it to switch cars in or out of that facility.

**PRIVATE CAR** is a rail car bearing shipper (Customer) or other nonrailroad reporting marks.

**PRIVATE TRACK** is a track designated for use by an individual rail Customer. It includes Customer-owned tracks at the Customer's facility and tracks owned or controlled by APA and leased to the Customer wherever located.

**RELOAD** is the complete unloading and subsequent reloading of the same rail car.

(Continued in next column)

SECTION 3  
DEMURRAGE RULES AND CHARGES

ITEM 355 (Cont'd)

DEFINITIONS

The following definitions shall apply for the purpose of interpreting this tariff: (Cont'd)

**RESPOT OR RESPOTTING** is the movement of a car or cars at the Customer's facility solely for the purpose of allowing another car or cars to be placed there.

**TENDER** is the actual or constructive placement of a rail car and notification by APA to a Customer that the car is now available for unloading or loading.

**UNLOADING** is the complete removal of cargo by the Customer (consignee) from a rail car and notice by the Customer to APA that the car is empty and available for pick up.

Definitions formerly shown herein and not brought forward are no longer applicable.

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

**FREIGHT TARIFF APA 8000-B**

**SECTION 4  
STORAGE RULES AND CHARGES**

**ITEM 400**

[C]

**STORAGE CHARGES**

(See Notes 1 thru 4, this item)

Except as provided by a contract with APA, cars stored on tracks of the APA at the request of Customer, for safety concerns or for the convenience of this railroad, will be subject to the following storage charges per car per day, or fraction of a day, computed from first day car is made available until the day car is released from storage:

1. Empty rail cars (Non-Hazardous Materials) ..... \$10.00
  
2. Loaded rail cars (Non-Hazardous Materials)  
..... \$15.00
  
3. Empty rail cars (Formerly Containing  
Hazardous Material) ..... \$20.00
  
4. Loaded rail cars (Containing Hazardous  
Materials, except TIH/PIH )..... \$30.00
  
5. Loaded rail cars (Containing TIH/PIH) ..... \$300.00

(The above storage charges are in addition to all other applicable charges.)

Cars in storage shall be considered to be in the care, custody and control of the Customer and not the APA.

NOTE 1: Hazardous Materials referred to above applies to shipments of Classes A, B or C explosives, as named in Section 172.101 Hazardous Materials Table of Tariff BOE 6000-Series, and hazardous materials, substances or wastes requiring the use of a 4-digit identification number on shipping papers, placards or panels, as named in Section 172.101 Hazardous Materials Table of Tariff BOE 6000-Series, except TIH/PIH.

NOTE 2: For List of Poison Inhalation Hazard (PIH) or Toxic Inhalation Hazard Chemicals (TIH) See AAR Circular No. OT-55-Series.

NOTE 3: The APA shall not be liable for any loss, damage or injury caused by an act of God, the public enemy, act of the Customer, a public authority, or inherent vice or nature of the goods while cars are stored/held on storage/hold tracks. APA shall not be liable for any loss, damage or injury due to Customer's negligence, improper loading or defective equipment.

In the event full liability coverage is desired, cost of such coverage will be the responsibility of the Customer.

NOTE 4: Customer agrees to defend, indemnify and hold harmless the APA from any loss, damage, personal injuries or death resulting from Customer's negligence, improper loading; or, defects in or failure of Customer's cars and equipment.

**SECTION 4  
STORAGE RULES AND CHARGES**

**ITEM 410**

[I]

**SWITCHING TO AND FROM  
STORAGE TRACKS**

The APA will assess a charge of \$200.00 per car on cars moving to storage and \$200.00 per car on car moving from storage tracks unless otherwise arranged by contract.

**ITEM 411**

**STORAGE CHARGES FOR IDLE CARS**

The APA may assess storage charges for a car(s) that exceeded 7 days with no communication or proactive updates to requested outbound disposition, request for updates or approval, APA's unless agreed to by contract.

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

FREIGHT TARIFF APA 8000-B

EXPLANATION OF ABBREVIATIONS AND  
REFERENCE MARKS

ABBR/REF		EXPLANATION
ABBR	-	Abbreviations
FT	-	Freight Tariff
APA	-	Apache Railway Company
BNSF	-	BNSF Railway Company
OPSL	-	Official Railroad Station List
REF	-	Reference Marks
[A]	-	Addition/New
[C]	-	Denotes Change
[I]	-	Increase
[NC]	-	Brought forward without change, except as noted
[R]	-	Reduction

(Underscored portion denotes change/addition.)