

# ALASKA RAILROAD CORPORATION



## EXEMPT RATE MEMORANDUM NO. 2-AI

(Cancels Exempt Rate Memorandum No. 2-AH)

### LOCAL CHARGES AND PROVISIONS

FOR  
TRANSPORTATION OF  
FREIGHT, ALL KINDS  
(Except as Noted)  
IN TOFC/COFC SERVICE  
BETWEEN  
RAMP FACILITIES AT STATIONS  
SERVED BY  
ALASKA RAILROAD CORPORATION  
IN  
ALASKA

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### SUBJECT TO CHANGE WITHOUT NOTICE

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ISSUED: December 1, 2025

EFFECTIVE: January 1, 2026

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ISSUED BY:

David Greenhalgh  
Vice President, Marketing and Customer Service  
327 W. Ship Creek Ave.  
Anchorage, AK 99501

# EXEMPT RATE MEMORANDUM NO. 2-AI

| RULES AND REGULATIONS - GENERAL   | RULES AND CHARGES   |
|---|---|
| <b>ITEM 5</b><br><b>METHOD OF CANCELLING ITEMS</b><br><p>As this memorandum 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 sequences starting with A. Example: Item 100-A cancels Item 100 and Item 200-B cancels Item 200-A in a prior supplement which in turn cancelled Item 200.</p>  | <b>ITEM 110</b><br><b>GENERAL APPLICATION</b><br><p>The rules and charges in this memorandum apply to rail trailer-on-flatcar/container-on-flatcar (TOFC/COFC) transportation by rail of (See Exception):</p> <ul style="list-style-type: none"> <li>A. Freight-laden highway trucks, freight-laden trailers, or freight-laden semi-trailers.</li> <li>B. The freight-laden container portion of highway truck, trailer, or semi-trailer having a demountable chassis.</li> <li>C. Freight-laden multi-modal vehicle designed to operate both as a highway truck, trailer, or semi-trailer and as a railcar.</li> <li>D. Freight-laden intermodal containers comparable in dimensions to a highway truck, trailer, or semi-trailer and designed to be transported by more than one mode of transportation.</li> <li>E. Any of the foregoing types of equipment when empty and being transported incidental to its previous or subsequent use in TOFC/COFC service.</li> </ul> <p><b>Exception:</b> The rules and charges in this memorandum do not apply to specialized equipment, such as low boys, drop decks and triple axle trailers.</p> |
| <b>ITEM 100</b><br><b>EXPLANATION FOR USE</b><br><p>This memorandum sets forth the terms and conditions under which ARR will provide transportation of trailers and containers between specifically named intermodal ramp locations. Except as otherwise stated in specific items, service includes loading to rail car and unloading from rail car at respectively designated ramps.</p> <p>The provisions of this memorandum shall be incorporated by reference in a contract of carriage (Bill of Lading) executed by shipper and ARR for any transportation provided under this memorandum, and shall also be incorporated in all certificates, receipts, and other documents described within this memorandum.</p> <p>The ARR shall provide service under this memorandum as hirer only. The provisions of this memorandum and the transportation documents executed by shipper and ARR shall constitute the entire contract for transportation between the parties and any law relating to common carriers shall not apply. In the event the terms and conditions of such transportation documents conflict with those in this memorandum, the terms and conditions of this memorandum shall control.</p> <p>If any part, term, item or provision of this memorandum is held by a court or by any agency having or purporting to have jurisdiction over this memorandum or the shipper or ARR, to be unenforceable, such part, item, term or provision shall be considered severable from the rest of the memorandum.</p> | <b>ITEM 120</b><br><b>EQUIPMENT</b><br><p>Units must be furnished by shippers which are suitable for mechanical lifting and conform to AAR design specifications. ARR will not be responsible for damage caused by mechanical loading to units that are not suitable for mechanical loading. Such units will be accepted at owner's risk.</p> <p>Trailers with sliding axles must have the axles slid before tendering for shipment. Trailers with rear drop axles must have the axles chained before tendering for shipment.</p>   |
|   | <b>ITEM 130</b><br><b>LOADING, BLOCKING &amp; BRACING</b><br><p>Shippers shall ensure that lading of vehicles is properly distributed, secured, and blocked to withstand the normal shock and vibration of rail transportation, and to permit safe movement by rail. When not so loaded, ARR may reject the shipment or arrange for reloading of the unit by an agent of and at the expense of the shipper.</p> <p>Shippers shall ensure that shipments loaded onto open top trailers are loaded, blocked, braced, and secured in compliance with provisions of ARR's "TOFC Loading and Securement Manual."</p> <p>All shipments moved pursuant to the terms of this memorandum shall be packaged by shipper in accordance with the provisions of the Uniform Freight Classification UFC 6000-Series in effect on the date of shipment.</p>   |

For explanation of Abbreviations and Reference Marks not explained herein, see last page of this tariff.

## EXEMPT RATE MEMORANDUM NO. 2-AI

| RULES AND CHARGES   | RULES AND CHARGES  |
|---|--|
| <p><b>ITEM 135</b></p> <p><b>[I]</b></p> <p><b>NOT PREPARED FOR SERVICE</b></p> <p>When a customer orders in or releases an empty or loaded car and it is determined upon arrival that the equipment cannot be spotted or pulled by railroad as a result of conditions attributable to the customer, a rate of \$501.00 will be assessed for each applicable railcar.</p> <p><b>ITEM 140</b></p> <p><b>LOSS OR DAMAGE TO LADING</b></p> <p>ARR shall only be liable for actual loss or damage as set forth in "49 USC 11706" for shipments made under this memorandum except for the following:</p> <p>ARR's liability shall not exceed \$50,000.00 per unit at charges named in or otherwise governed by this memorandum. If shipment value exceeds \$50,000.00, consignor shall declare lading value and secure a special quote from ARR representative before tendering shipment. If consignor fails to comply, ARR's liability shall not exceed \$50,000.00. ARR's liability applies only to loss or damage while in ARR's control.</p> <p>If desired, consignor may request the ARR to provide a special quote for insurance on the declared value of TOFC/COFC consignment over \$50,000.00 per unit. This request must be made at least five business days prior to shipment in writing.</p> <p>By accepting this offer, consignor recognizes its options under "49 USC 10502(e)" to choose terms for liability and claims outlined in 49 USC 11706, and acknowledges that by accepting this contract, it has chosen to accept the rates and terms for liability outlined in this memorandum, as opposed to the full liability rates available in ARR's published tariffs. ARR is not liable for loss, damage or delay to lading caused by act or default of consignor, act of God, public enemy, authority of law, riots, strikes, vandalism, inherent nature of commodity, or occurring when shipment is not in ARR's possession. ARR shall not be liable for improper loading, blocking, or bracing, securing, or lack of protective covering. Consignor is responsible for all damages, except that caused by ARR negligence. ARR shall not be responsible for damages of any type resulting from delays in transportation of the shipment, unless otherwise specified. ARR shall not be liable until it takes actual possession, and ARR's liability shall cease when it tenders possession to another railroad, drayman, consignee, or others for further handling.</p> <p>ARR will not be responsible for any damages considered special or consequential damages including but not limited to lost profits and alternate transportation costs, nor will ARR be responsible for any damage caused by any act or omission of the shipper or consignee.</p> <p>Consignor shall indemnify ARR and assume all legal defense against any third-party claims for loss, damage, or injury including attorney's fees, for failure to comply with its obligations under this memorandum.</p> | <p><b>ITEM 140 (Cont'd)</b></p> <p><b>[I]</b></p> <p><b>LOSS OR DAMAGE TO LADING</b></p> <p>Claims shall be filed in writing within nine (9) months of delivery date or reasonable time for delivery and shall include copy of shipping order (Bill of Lading), invoice, inspection report, or other proof, and paid freight bill. ARR will not accept claims for less than \$250.00.</p> <p><b>ITEM 145</b></p> <p><b>[I]</b></p> <p><b>SHIPPING INSTRUCTIONS</b></p> <p>Proper shipping instructions are required for ARR to provide accurate and efficient transportation services and to invoice the appropriate rate. The Shipper is responsible for providing completed shipping papers with accurate shipping information. Shippers shall not deliver any equipment to ARR yards before shipping papers or manifests have been submitted to ARR Customer Service. Equipment to be found in ARR yards without shipping papers on file will be charged a Shipping Instructions fee of \$75.00.</p> <p>When delivering equipment to an ARR facility, the Shipper is required to provide the minimum information:</p> <ul style="list-style-type: none"> <li>• Equipment ID</li> <li>• Shipper</li> <li>• Consignee</li> <li>• Destination</li> <li>• Origin</li> <li>• Care of party</li> <li>• Freight bill party</li> <li>• Commodity</li> <li>• If hazardous commodity, provide complete hazmat declaration.</li> <li>• Gross Weight</li> <li>• Equipment Length</li> </ul> <p>Shipments arriving at ARR facilities with incomplete, missing, or incorrect shipping instructions may be held at origin until complete and correct shipping instructions are provided to ARR. Detention and storage charges will be assessed at origin and /or destination for shipments that are delayed while shipping instructions are completed or corrected. Equipment found to be in ARR yards without shipping papers on file will be charged a Shipping Instructions fee of \$75.00.</p> |

For explanation of Abbreviations and Reference Marks not explained herein, see last page of this tariff.

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| RULES AND CHARGES  |                             |        |                              |                |   | RULES AND CHARGES   |   |  |  |  |  |
|--|-----------------------------|--------|------------------------------|----------------|---|---|---|--|--|--|--|
| <b>ITEM 150</b>  |                             |        |                              |                |   | <b>ITEM 150</b> (Cont'd)  |   |  |  |  |  |
| [1] <b>LOAD SPECIFICATION</b>  |                             |        |                              |                |   | [1] <b>LOAD SPECIFICATION</b>   |   |  |  |  |  |
| Without prior approval, shipments may not exceed the following sizes and weight limitations:   |                             |        |                              |                |   | ARR reserves the right, in its sole discretion, to refuse any unit for transportation under this memorandum. Approval and acceptance of overweight or oversized units is at the sole discretion of ARR's appropriate personnel, and entirely dependent upon the unit and time-specific circumstances, including price agreement. Such acceptance and approval shall in no way be construed as universal nor imply any waiver of other charges, rules, or limitations. |   |  |  |  |  |
| Type of Unit   | Minumums                    |        | Maximums                     |                |   |   | For further information or to inquire regarding extraordinary service requirements, contact ARR's Marketing Department. |  |  |  |  |
|  | Length                      | Length | Width                        | Height         | Gross Weight (lbs)                          |   |   |  |  |  |  |
| Semi-Trailer/TOFC  | 20'                         | 30'    | 8'6"                         | 13'6"          | 60,000                                      |   |   |  |  |  |  |
|  | 30'1"                       | 53'    | 8'6"                         | 13'6"          | (a) 65,000<br>(b) 70,000                    |   |   |  |  |  |  |
| Intermodal Container/COFC  | 20'                         | 30'    | 8'6"                         | 9'             | 45,000                                      |   |   |  |  |  |  |
|  | 30'1"                       | 53'    | 8'6"                         | 9'             | 55,000                                      |   |   |  |  |  |  |
| (a) - Applicable only on fixed axle trailers.<br>(b) - Not applicable on fixed axle trailers.  |                             |        |                              |                |   |   |   |  |  |  |  |
| Subject to prior approval, shipments exceeding the above specifications, or which for any reason are unsuited for normal mechanical handling may be accepted and handled on a non-priority basis, subject to the following charges, which will be assessed separately and individually in addition to all other charges:   |                             |        |                              |                |   |   |   |  |  |  |  |
| <ul style="list-style-type: none"> <li>A. All weight exceeding allowable gross weight (\$ per 100 pounds): \$4.90</li> <li>B. Shipments not suitable for normal mechanical handling, but suitable for rail ramp loading may be accepted at an additional per unit charge of \$752.00.</li> <li>C. Units of unusual size or dimension, or otherwise not suitable for vanlifter handling, but suitable for forklift handling, may be accepted for shipment between Anchorage and Fairbanks, by prior arrangement only, at an additional per unit charge of \$373.00</li> <li>D. When shipments exceed the maximum dimensions named in this item, the otherwise applicable Base Rate will be increased by the following percentages:</li> </ul> |                             |        |                              |                |   |   |   |  |  |  |  |
| Trailers/Containers exceeding 8'6" wide  | Trailers exceeding 13' high |        | Containers exceeding 9' high |                | Trailers/Containers exceeding 53' in length |   |   |  |  |  |  |
|  | 8'7" to 9'                  | 10%    | 13'7" to 14'                 | 11%            | 9'1" to 10'                                 | 10%   |   |  |  |  |  |
| Over 10'   | 9'1" to 10'                 | 17%    | 14'1" to 15'                 | 19%            | 10'1" to 11'                                | 18%   |   |  |  |  |  |
|  | Call for quote              |        | Over 15'                     | Call for quote | Over 11'                                    | Call for quote  |   |  |  |  |  |
| NOTE 1: Oversize arbitrary charges will be assessed separately and individually for each increment and each type of Over Dimension, and in addition to all other charges.  |                             |        |                              |                |   |   |   |  |  |  |  |
| NOTE 2: An additional charge will be assessed when oversized shipments necessitate a "10 MPH" or "Walking Speed" restriction. The shipper must contact the ARR Marketing Department for rates.   |                             |        |                              |                |   |   |   |  |  |  |  |
| (Continued in next column)   |                             |        |                              |                |   |   |   |  |  |  |  |
| For explanation of Abbreviations and Reference Marks not explained herein, see last page of this tariff.   |                             |        |                              |                |   |   |   |  |  |  |  |

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|             |          |
|-------------|----------|
| Origin      | \$264.00 |
| En Route    | \$748.00 |
| Destination | \$748.00 |

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| RULES AND CHARGES  | RULES AND CHARGES  |          |                        |          |   |
|--|--|----------|------------------------|----------|---|
| <b>ITEM 160 (Cont'd)</b><br><b>[I]</b><br><b>ADDITIONAL CHARGES</b> <p>2. Trailers without axels slid or rear drop axels chained up (per Item 120) will be charged accordingly.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">Axels not slid</td><td style="text-align: center;">\$220.00</td></tr> <tr> <td style="text-align: center;">Drop axels not chained</td><td style="text-align: center;">\$220.00</td></tr> </table> <p>3. If requested, trailers or containers (time permitting) can be offloaded at origin for an additional fee of \$210.00.</p> <p>4. <b>Late Arrival Charge:</b> Late trailers or containers, delivered after the cutoff time for accepting loads, will be charged an additional \$165.00 per unit.</p> <p>5. <b>Hot Stow Service:</b> If shipper requires priority offload of trailers at destination, trailers must be booked as Hot Stow, and shipper will incur a \$75.00 per trailer charge for such service. Hot Stows will be on a first-come first serviced basis. Shippers should contact ARR Customer Service to obtain current Hot Stow booking and delivery cut-offs.</p> | Axels not slid   | \$220.00 | Drop axels not chained | \$220.00 | <b>ITEM 180</b><br><b>PAYMENT OF CHARGES</b> <p>ARR requires prior payment of charges for all services provided under the terms and conditions of this memorandum unless shipper receives credit approval from ARR's Accounting Department.</p> |
| Axels not slid   | \$220.00   |          |                        |          |   |
| Drop axels not chained   | \$220.00   |          |                        |          |   |
| <b>ITEM 170</b><br><b>ARTICLES NOT ACCEPTED</b> <p>Except where specifically provided, or in individual rate agreements or quotations, rates or charges will not apply when any of the following articles are included in the lading:</p> <ul style="list-style-type: none"> <li>A. Articles of extraordinary value as described under Rule 3 of UFC.</li> <li>B. Hazardous waste or substance as listed in Title 40 CFR 261.</li> <li>C. Hazardous materials, in bulk.</li> <li>D. Materials designated Class A or Class B explosives by U.S. Department of Transportation (DOT) Hazardous Materials Regulations, Title 49 CFR.</li> <li>E. Iron or steel pipe or piling when loaded on open top containers or trailers.</li> </ul> <p>NOTE: ARR reserves the right at its sole discretion to refuse to accept any articles other than those listed above.</p>  | <b>ITEM 190</b><br><b>CLAIMS</b> <p>Claims for overpayment of freight charges must be filed in writing within one year from the date of original freight bill.</p>   |          |                        |          |   |
|  | <b>ITEM 200</b><br><b>[I]</b><br><b>STORAGE</b> <p>If consignee is unable to accept units after notification of their availability for delivery, storage charges will be assessed as follows:</p> <p style="margin-left: 40px;">\$80.00 (per unit per day, after free time has expired, for the first two days)</p> <p style="margin-left: 40px;">\$135.00 (per unit per day thereafter)</p> <p>Forty-eight hours free time will be allowed and computed from 7:00 am on the following day after notification.</p> <p>The above-named rates will also apply for detention of ARR owned chassis or units for pickup or delivery, except that time will be computed from the first 7:00 AM after placement.</p> <p>Additional handling, pickup, delivery or redelivery services, or attempts will be charged at equipment and labor rates named in this memorandum in addition to storage and detention charges.</p> <p>When empty units which have been tendered to ARR for return movement are picked up or otherwise diverted by consignor before return movement is affected, storage rates named in this item will apply with no allowance for free time.</p> |          |                        |          |   |
|  |  |          |                        |          |   |

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|---|---|--------------------------|-----------|-----------------|--------------------------|--------------|--------------------|---------------------|--|------------------|---------|------------------|--------|-----------|---------------------------|--------------|--------------------------|---------------|-------------|------------------|-----------------------------|---------------|-------------|
| <p><b>ITEM 210</b></p> <p><b>[I]</b></p> <p><b>PROTECTIVE SERVICE</b></p> <p>ARR will not provide service for protection of lading from heat or cold or to overcome tendency of such freight to deteriorate or decay. Shippers must provide own mechanical protective service and assume responsibility for its operation. ARR will assume no risk for loss or damage to lading caused by freezing, thawing, or deterioration.</p> <p>Upon prior request and dependent upon availability of equipment, ARR may furnish power for operation of 220- and 480-volt electrical units at the following additional charges:</p> <p>October 1st through April 30th.....\$127.00 per unit<br/>May 1st through September 30th.....\$251.00 per unit - 4 unit minimum per train.</p> <p>In addition, if power service is furnished at destination yard, the following per unit charges will be in addition to all other charges:</p> <p>First 24 hours (or part thereof) ..... \$122.00<br/>Each day thereafter (or part thereof) ..... \$122.00<br/>Each</p> | <p><b>ITEM 400</b></p> <p><b>DEFINITION OF TERMS</b></p> <table> <tbody> <tr> <td>Holiday - New Year's Day</td> <td>January 1</td> </tr> <tr> <td>President's Day</td> <td>Third Monday in February</td> </tr> <tr> <td>Memorial Day</td> <td>Last Monday in May</td> </tr> <tr> <td>Juneteenth National</td> <td></td> </tr> <tr> <td>Independence Day</td> <td>June 19</td> </tr> <tr> <td>Independence Day</td> <td>July 4</td> </tr> <tr> <td>Labor Day</td> <td>First Monday in September</td> </tr> <tr> <td>Columbus Day</td> <td>Second Monday in October</td> </tr> <tr> <td>Veteran's Day</td> <td>November 11</td> </tr> <tr> <td>Thanksgiving Day</td> <td>Fourth Thursday in November</td> </tr> <tr> <td>Christmas Day</td> <td>December 25</td> </tr> </tbody> </table> <p>Holidays which fall on a Saturday or Sunday will be observed on the preceding Friday or the following Monday, respectively.</p> <p>Ramp - Area designated by ARR for handling intermodal trailers and containers.</p> <p>Shipper - Consignor, Consignee, Connecting carrier, or their agent.</p> <p>Unit - Trailer or Container approved by ARR and described in ITEM 110</p> | Holiday - New Year's Day | January 1 | President's Day | Third Monday in February | Memorial Day | Last Monday in May | Juneteenth National |  | Independence Day | June 19 | Independence Day | July 4 | Labor Day | First Monday in September | Columbus Day | Second Monday in October | Veteran's Day | November 11 | Thanksgiving Day | Fourth Thursday in November | Christmas Day | December 25 |
| Holiday - New Year's Day  | January 1   |                          |           |                 |                          |              |                    |                     |  |                  |         |                  |        |           |                           |              |                          |               |             |                  |                             |               |             |
| President's Day   | Third Monday in February  |                          |           |                 |                          |              |                    |                     |  |                  |         |                  |        |           |                           |              |                          |               |             |                  |                             |               |             |
| Memorial Day  | Last Monday in May  |                          |           |                 |                          |              |                    |                     |  |                  |         |                  |        |           |                           |              |                          |               |             |                  |                             |               |             |
| Juneteenth National   |   |                          |           |                 |                          |              |                    |                     |  |                  |         |                  |        |           |                           |              |                          |               |             |                  |                             |               |             |
| Independence Day  | June 19   |                          |           |                 |                          |              |                    |                     |  |                  |         |                  |        |           |                           |              |                          |               |             |                  |                             |               |             |
| Independence Day  | July 4  |                          |           |                 |                          |              |                    |                     |  |                  |         |                  |        |           |                           |              |                          |               |             |                  |                             |               |             |
| Labor Day   | First Monday in September   |                          |           |                 |                          |              |                    |                     |  |                  |         |                  |        |           |                           |              |                          |               |             |                  |                             |               |             |
| Columbus Day  | Second Monday in October  |                          |           |                 |                          |              |                    |                     |  |                  |         |                  |        |           |                           |              |                          |               |             |                  |                             |               |             |
| Veteran's Day   | November 11   |                          |           |                 |                          |              |                    |                     |  |                  |         |                  |        |           |                           |              |                          |               |             |                  |                             |               |             |
| Thanksgiving Day  | Fourth Thursday in November   |                          |           |                 |                          |              |                    |                     |  |                  |         |                  |        |           |                           |              |                          |               |             |                  |                             |               |             |
| Christmas Day   | December 25   |                          |           |                 |                          |              |                    |                     |  |                  |         |                  |        |           |                           |              |                          |               |             |                  |                             |               |             |
| <b>ITEM 300</b>   |   |                          |           |                 |                          |              |                    |                     |  |                  |         |                  |        |           |                           |              |                          |               |             |                  |                             |               |             |
| <b>FUEL SURCHARGE</b>   |   |                          |           |                 |                          |              |                    |                     |  |                  |         |                  |        |           |                           |              |                          |               |             |                  |                             |               |             |
| Issuance of a Special Fuel Charge Increase Supplement to Memo 2 will apply on rates published herein and on contracts and other agreements which are subject to Memo 2.   |   |                          |           |                 |                          |              |                    |                     |  |                  |         |                  |        |           |                           |              |                          |               |             |                  |                             |               |             |

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|---|---------------|-----------------|----------------|--|---------------------|-----------------|---------|--------------|---------------------|--------|--------|--------|----------|-----|--|--|---------------------|--------|--|--|----------|---------------|----------|-------------|-----------|--------|--------|--------|-----------|--------|--------|--------|--|--|--|------|----|-----------------|----------------|--------------------|---------------------|-----------------|-----------|----------|--------------|-----------|---------|---------|---------|--------------|-----|---------|---------|---------|----------|-----------|--------------|-----------|---------|---------|---------|--------------|-----|---------|---------|---------|-----------|-----------|--------------|-----------|---------|--------|-----------|--------------|-----|---------|--------|-----------|-----------|-----------|--------------|-----------|---------|---------|-----------|--------------|-----|---------|---------|-----------|--------------------------|--|--|
| <b>ITEM 500</b>   |               |                 |                | <b>ITEM 1000</b>   |                     |                 |         |              |                     |        |        |        |          |     |  |  |                     |        |  |  |          |               |          |             |           |        |        |        |           |        |        |        |  |  |  |      |    |                 |                |                    |                     |                 |           |          |              |           |         |         |         |              |     |         |         |         |          |           |              |           |         |         |         |              |     |         |         |         |           |           |              |           |         |        |           |              |     |         |        |           |           |           |              |           |         |         |           |              |     |         |         |           |                          |  |  |
| <b>ACCESSORIAL EQUIPMENT AND LABOR</b>  |               |                 |                | [!] <b>SPECIFIC LINE HAUL CHARGES</b>  |                     |                 |         |              |                     |        |        |        |          |     |  |  |                     |        |  |  |          |               |          |             |           |        |        |        |           |        |        |        |  |  |  |      |    |                 |                |                    |                     |                 |           |          |              |           |         |         |         |              |     |         |         |         |          |           |              |           |         |         |         |              |     |         |         |         |           |           |              |           |         |        |           |              |     |         |        |           |           |           |              |           |         |         |           |              |     |         |         |           |                          |  |  |
| <p>The following charges for accessorial services will apply at equipment and labor rates where reference is made to this item or when additional services are performed which are not specifically covered in this memorandum. The furnishing of equipment and labor is dependent on availability. Time will be computed from the time of dispatch and will continue until return to point of dispatch.</p> <p>When equipment is furnished, charges will be assessed separately for equipment and operator at applicable hourly rates. Equipment will not be furnished without operator.</p>   |               |                 |                | <p>Bookings are subject to space availability for common carrier convenience. Rates named herein will apply on shipments booked and tendered to ARR under this Memorandum.</p> |                     |                 |         |              |                     |        |        |        |          |     |  |  |                     |        |  |  |          |               |          |             |           |        |        |        |           |        |        |        |  |  |  |      |    |                 |                |                    |                     |                 |           |          |              |           |         |         |         |              |     |         |         |         |          |           |              |           |         |         |         |              |     |         |         |         |           |           |              |           |         |        |           |              |     |         |        |           |           |           |              |           |         |         |           |              |     |         |         |           |                          |  |  |
| <p style="text-align: center;"><b>EQUIPMENT CHARGES - OPERATOR (LABOR) NOT INCLUDED</b></p> <p style="text-align: center;">(The Minimum Charge will be applicable rate for one quarter hour)</p> <p><b>FORKLIFT</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Capacity</td><td style="width: 25%;">3 Tons</td><td style="width: 25%;">15 Tons</td><td style="width: 25%;">Over 15 Tons</td></tr> <tr> <td>Rates per hour (\$)</td><td>122.00</td><td>178.00</td><td>234.00</td></tr> </table> <p><b>VANLIFTER</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Capacity</td><td style="width: 25%;">N/A</td><td colspan="2" style="width: 50%;"></td></tr> <tr> <td>Rates per hour (\$)</td><td>354.00</td><td colspan="2"></td></tr> </table> <p style="text-align: center;"><b>LABOR CHARGES (\$ Per Hour)</b></p> <p style="text-align: center;">(The Minimum Charge will be the applicable rate for one hour)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 25%;">Location</th><th style="width: 25%;">Straight Time</th><th style="width: 25%;">Overtime</th><th style="width: 25%;">Double Time</th></tr> <tr> <td>Anchorage</td><td>106.00</td><td>158.00</td><td>210.00</td></tr> <tr> <td>Fairbanks</td><td>110.00</td><td>164.00</td><td>217.00</td></tr> </table> |               |                 |                |  | Capacity            | 3 Tons          | 15 Tons | Over 15 Tons | Rates per hour (\$) | 122.00 | 178.00 | 234.00 | Capacity | N/A |  |  | Rates per hour (\$) | 354.00 |  |  | Location | Straight Time | Overtime | Double Time | Anchorage | 106.00 | 158.00 | 210.00 | Fairbanks | 110.00 | 164.00 | 217.00 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 15%;">From</th><th style="width: 15%;">To</th><th style="width: 15%;">Volume per Year</th><th style="width: 15%;">Equipment Size</th><th style="width: 15%;">Rate Per Unit (\$)</th><th style="width: 15%;">Loaded Returns (\$)</th><th style="width: 15%;">Subject To Note</th></tr> <tr> <td rowspan="2">Anchorage</td><td rowspan="2">Whittier</td><td>Any Quantity</td><td>Up to 48'</td><td>1227.00</td><td>1234.00</td><td>2,3,4,5</td></tr> <tr> <td>Any Quantity</td><td>53'</td><td>1445.00</td><td>1452.00</td><td>2,3,4,5</td></tr> <tr> <td rowspan="2">Whittier</td><td rowspan="2">Anchorage</td><td>Any Quantity</td><td>Up to 48'</td><td>1227.00</td><td>1234.00</td><td>2,3,4,5</td></tr> <tr> <td>Any Quantity</td><td>53'</td><td>1445.00</td><td>1452.00</td><td>2,3,4,5</td></tr> <tr> <td rowspan="2">Anchorage</td><td rowspan="2">Fairbanks</td><td>Any Quantity</td><td>Up to 48'</td><td>1535.00</td><td>771.00</td><td>1,2,3,4,5</td></tr> <tr> <td>Any Quantity</td><td>53'</td><td>1814.00</td><td>915.00</td><td>1,2,3,4,5</td></tr> <tr> <td rowspan="2">Fairbanks</td><td rowspan="2">Anchorage</td><td>Any Quantity</td><td>Up to 48'</td><td>1535.00</td><td>1543.00</td><td>1,2,3,4,5</td></tr> <tr> <td>Any Quantity</td><td>53'</td><td>1814.00</td><td>1824.00</td><td>1,2,3,4,5</td></tr> </table> |  |  | From | To | Volume per Year | Equipment Size | Rate Per Unit (\$) | Loaded Returns (\$) | Subject To Note | Anchorage | Whittier | Any Quantity | Up to 48' | 1227.00 | 1234.00 | 2,3,4,5 | Any Quantity | 53' | 1445.00 | 1452.00 | 2,3,4,5 | Whittier | Anchorage | Any Quantity | Up to 48' | 1227.00 | 1234.00 | 2,3,4,5 | Any Quantity | 53' | 1445.00 | 1452.00 | 2,3,4,5 | Anchorage | Fairbanks | Any Quantity | Up to 48' | 1535.00 | 771.00 | 1,2,3,4,5 | Any Quantity | 53' | 1814.00 | 915.00 | 1,2,3,4,5 | Fairbanks | Anchorage | Any Quantity | Up to 48' | 1535.00 | 1543.00 | 1,2,3,4,5 | Any Quantity | 53' | 1814.00 | 1824.00 | 1,2,3,4,5 | (Continued on next page) |  |  |
| Capacity  | 3 Tons        | 15 Tons         | Over 15 Tons   |  |                     |                 |         |              |                     |        |        |        |          |     |  |  |                     |        |  |  |          |               |          |             |           |        |        |        |           |        |        |        |  |  |  |      |    |                 |                |                    |                     |                 |           |          |              |           |         |         |         |              |     |         |         |         |          |           |              |           |         |         |         |              |     |         |         |         |           |           |              |           |         |        |           |              |     |         |        |           |           |           |              |           |         |         |           |              |     |         |         |           |                          |  |  |
| Rates per hour (\$)   | 122.00        | 178.00          | 234.00         |  |                     |                 |         |              |                     |        |        |        |          |     |  |  |                     |        |  |  |          |               |          |             |           |        |        |        |           |        |        |        |  |  |  |      |    |                 |                |                    |                     |                 |           |          |              |           |         |         |         |              |     |         |         |         |          |           |              |           |         |         |         |              |     |         |         |         |           |           |              |           |         |        |           |              |     |         |        |           |           |           |              |           |         |         |           |              |     |         |         |           |                          |  |  |
| Capacity  | N/A           |                 |                |  |                     |                 |         |              |                     |        |        |        |          |     |  |  |                     |        |  |  |          |               |          |             |           |        |        |        |           |        |        |        |  |  |  |      |    |                 |                |                    |                     |                 |           |          |              |           |         |         |         |              |     |         |         |         |          |           |              |           |         |         |         |              |     |         |         |         |           |           |              |           |         |        |           |              |     |         |        |           |           |           |              |           |         |         |           |              |     |         |         |           |                          |  |  |
| Rates per hour (\$)   | 354.00        |                 |                |  |                     |                 |         |              |                     |        |        |        |          |     |  |  |                     |        |  |  |          |               |          |             |           |        |        |        |           |        |        |        |  |  |  |      |    |                 |                |                    |                     |                 |           |          |              |           |         |         |         |              |     |         |         |         |          |           |              |           |         |         |         |              |     |         |         |         |           |           |              |           |         |        |           |              |     |         |        |           |           |           |              |           |         |         |           |              |     |         |         |           |                          |  |  |
| Location  | Straight Time | Overtime        | Double Time    |  |                     |                 |         |              |                     |        |        |        |          |     |  |  |                     |        |  |  |          |               |          |             |           |        |        |        |           |        |        |        |  |  |  |      |    |                 |                |                    |                     |                 |           |          |              |           |         |         |         |              |     |         |         |         |          |           |              |           |         |         |         |              |     |         |         |         |           |           |              |           |         |        |           |              |     |         |        |           |           |           |              |           |         |         |           |              |     |         |         |           |                          |  |  |
| Anchorage   | 106.00        | 158.00          | 210.00         |  |                     |                 |         |              |                     |        |        |        |          |     |  |  |                     |        |  |  |          |               |          |             |           |        |        |        |           |        |        |        |  |  |  |      |    |                 |                |                    |                     |                 |           |          |              |           |         |         |         |              |     |         |         |         |          |           |              |           |         |         |         |              |     |         |         |         |           |           |              |           |         |        |           |              |     |         |        |           |           |           |              |           |         |         |           |              |     |         |         |           |                          |  |  |
| Fairbanks   | 110.00        | 164.00          | 217.00         |  |                     |                 |         |              |                     |        |        |        |          |     |  |  |                     |        |  |  |          |               |          |             |           |        |        |        |           |        |        |        |  |  |  |      |    |                 |                |                    |                     |                 |           |          |              |           |         |         |         |              |     |         |         |         |          |           |              |           |         |         |         |              |     |         |         |         |           |           |              |           |         |        |           |              |     |         |        |           |           |           |              |           |         |         |           |              |     |         |         |           |                          |  |  |
| From  | To            | Volume per Year | Equipment Size | Rate Per Unit (\$)   | Loaded Returns (\$) | Subject To Note |         |              |                     |        |        |        |          |     |  |  |                     |        |  |  |          |               |          |             |           |        |        |        |           |        |        |        |  |  |  |      |    |                 |                |                    |                     |                 |           |          |              |           |         |         |         |              |     |         |         |         |          |           |              |           |         |         |         |              |     |         |         |         |           |           |              |           |         |        |           |              |     |         |        |           |           |           |              |           |         |         |           |              |     |         |         |           |                          |  |  |
| Anchorage   | Whittier      | Any Quantity    | Up to 48'      | 1227.00  | 1234.00             | 2,3,4,5         |         |              |                     |        |        |        |          |     |  |  |                     |        |  |  |          |               |          |             |           |        |        |        |           |        |        |        |  |  |  |      |    |                 |                |                    |                     |                 |           |          |              |           |         |         |         |              |     |         |         |         |          |           |              |           |         |         |         |              |     |         |         |         |           |           |              |           |         |        |           |              |     |         |        |           |           |           |              |           |         |         |           |              |     |         |         |           |                          |  |  |
|   |               | Any Quantity    | 53'            | 1445.00  | 1452.00             | 2,3,4,5         |         |              |                     |        |        |        |          |     |  |  |                     |        |  |  |          |               |          |             |           |        |        |        |           |        |        |        |  |  |  |      |    |                 |                |                    |                     |                 |           |          |              |           |         |         |         |              |     |         |         |         |          |           |              |           |         |         |         |              |     |         |         |         |           |           |              |           |         |        |           |              |     |         |        |           |           |           |              |           |         |         |           |              |     |         |         |           |                          |  |  |
| Whittier  | Anchorage     | Any Quantity    | Up to 48'      | 1227.00  | 1234.00             | 2,3,4,5         |         |              |                     |        |        |        |          |     |  |  |                     |        |  |  |          |               |          |             |           |        |        |        |           |        |        |        |  |  |  |      |    |                 |                |                    |                     |                 |           |          |              |           |         |         |         |              |     |         |         |         |          |           |              |           |         |         |         |              |     |         |         |         |           |           |              |           |         |        |           |              |     |         |        |           |           |           |              |           |         |         |           |              |     |         |         |           |                          |  |  |
|   |               | Any Quantity    | 53'            | 1445.00  | 1452.00             | 2,3,4,5         |         |              |                     |        |        |        |          |     |  |  |                     |        |  |  |          |               |          |             |           |        |        |        |           |        |        |        |  |  |  |      |    |                 |                |                    |                     |                 |           |          |              |           |         |         |         |              |     |         |         |         |          |           |              |           |         |         |         |              |     |         |         |         |           |           |              |           |         |        |           |              |     |         |        |           |           |           |              |           |         |         |           |              |     |         |         |           |                          |  |  |
| Anchorage   | Fairbanks     | Any Quantity    | Up to 48'      | 1535.00  | 771.00              | 1,2,3,4,5       |         |              |                     |        |        |        |          |     |  |  |                     |        |  |  |          |               |          |             |           |        |        |        |           |        |        |        |  |  |  |      |    |                 |                |                    |                     |                 |           |          |              |           |         |         |         |              |     |         |         |         |          |           |              |           |         |         |         |              |     |         |         |         |           |           |              |           |         |        |           |              |     |         |        |           |           |           |              |           |         |         |           |              |     |         |         |           |                          |  |  |
|   |               | Any Quantity    | 53'            | 1814.00  | 915.00              | 1,2,3,4,5       |         |              |                     |        |        |        |          |     |  |  |                     |        |  |  |          |               |          |             |           |        |        |        |           |        |        |        |  |  |  |      |    |                 |                |                    |                     |                 |           |          |              |           |         |         |         |              |     |         |         |         |          |           |              |           |         |         |         |              |     |         |         |         |           |           |              |           |         |        |           |              |     |         |        |           |           |           |              |           |         |         |           |              |     |         |         |           |                          |  |  |
| Fairbanks   | Anchorage     | Any Quantity    | Up to 48'      | 1535.00  | 1543.00             | 1,2,3,4,5       |         |              |                     |        |        |        |          |     |  |  |                     |        |  |  |          |               |          |             |           |        |        |        |           |        |        |        |  |  |  |      |    |                 |                |                    |                     |                 |           |          |              |           |         |         |         |              |     |         |         |         |          |           |              |           |         |         |         |              |     |         |         |         |           |           |              |           |         |        |           |              |     |         |        |           |           |           |              |           |         |         |           |              |     |         |         |           |                          |  |  |
|   |               | Any Quantity    | 53'            | 1814.00  | 1824.00             | 1,2,3,4,5       |         |              |                     |        |        |        |          |     |  |  |                     |        |  |  |          |               |          |             |           |        |        |        |           |        |        |        |  |  |  |      |    |                 |                |                    |                     |                 |           |          |              |           |         |         |         |              |     |         |         |         |          |           |              |           |         |         |         |              |     |         |         |         |           |           |              |           |         |        |           |              |     |         |        |           |           |           |              |           |         |         |           |              |     |         |         |           |                          |  |  |

For explanation of Abbreviations and Reference Marks not explained herein, see last page of this tariff.

# EXEMPT RATE MEMORANDUM NO. 2-AI

| RULES AND CHARGES   |        |      |  |  |  | EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS |   |           |        |      |                       |      |   |                       |       |   |                     |       |   |                |       |   |                          |       |   |
|---|--------|------|--|--|--|--|---|-----------|--------|------|-----------------------|------|---|-----------------------|-------|---|---------------------|-------|---|----------------|-------|---|--------------------------|-------|---|
|   |        |      |  |  |  | ABB/REF  | EXPLANATION   |           |        |      |                       |      |   |                       |       |   |                     |       |   |                |       |   |                          |       |   |
| <b>ITEM 1000</b> (Cont'd)   |        |      |  |  |  |  |   |           |        |      |                       |      |   |                       |       |   |                     |       |   |                |       |   |                          |       |   |
| [I] <b>SPECIFIC LINE HAUL CHARGES</b>   |        |      |  |  |  |  |   |           |        |      |                       |      |   |                       |       |   |                     |       |   |                |       |   |                          |       |   |
| <p>Bookings are subject to space availability for common carrier convenience. Rates named herein will apply on shipments booked and tendered to ARR under this Memorandum.</p> <p><b>Note 1: Commodity Exceptions:</b><br/>The rates below are listed as "Commodity Exceptions" and supersede the Fairbanks rates otherwise contained herein:</p> <p>Specific Commodities, VIZ: Iron or Steel Pipe, Piling or Casing; Freight All Kinds, in loads exceeding maximum dimensions named in Item 150.</p>   |        |      |  |  |  | AAR  | Association of American Railroads   |           |        |      |                       |      |   |                       |       |   |                     |       |   |                |       |   |                          |       |   |
|   |        |      |  |  |  | ARR  | Alaska Railroad Corporation   |           |        |      |                       |      |   |                       |       |   |                     |       |   |                |       |   |                          |       |   |
|   |        |      |  |  |  | CFR  | Code of Federal Regulations   |           |        |      |                       |      |   |                       |       |   |                     |       |   |                |       |   |                          |       |   |
|   |        |      |  |  |  | NOS  | Not Otherwise Specified   |           |        |      |                       |      |   |                       |       |   |                     |       |   |                |       |   |                          |       |   |
|   |        |      |  |  |  | STB  | Surface Transportation Board  |           |        |      |                       |      |   |                       |       |   |                     |       |   |                |       |   |                          |       |   |
|   |        |      |  |  |  | STCC   | Standard Transportation Commodity Code                                      |           |        |      |                       |      |   |                       |       |   |                     |       |   |                |       |   |                          |       |   |
|   |        |      |  |  |  | UFC  | Uniform Freight Classification, UFC 6000-series                             |           |        |      |                       |      |   |                       |       |   |                     |       |   |                |       |   |                          |       |   |
|   |        |      |  |  |  | [A]  | Addition/New  |           |        |      |                       |      |   |                       |       |   |                     |       |   |                |       |   |                          |       |   |
|   |        |      |  |  |  | [C]  | Change in wording resulting in neither an increase nor decrease in charges. |           |        |      |                       |      |   |                       |       |   |                     |       |   |                |       |   |                          |       |   |
|   |        |      |  |  |  | [D]  | Cancel/Eliminated   |           |        |      |                       |      |   |                       |       |   |                     |       |   |                |       |   |                          |       |   |
|   |        |      |  |  |  | [I]  | Increase  |           |        |      |                       |      |   |                       |       |   |                     |       |   |                |       |   |                          |       |   |
|   |        |      |  |  |  | [R]  | Reduction/Decrease  |           |        |      |                       |      |   |                       |       |   |                     |       |   |                |       |   |                          |       |   |
|   |        |      |  |  |  | %  | Percent   |           |        |      |                       |      |   |                       |       |   |                     |       |   |                |       |   |                          |       |   |
| <p><b>Note 2: Rates do not apply on:</b></p> <ul style="list-style-type: none"> <li>(a) Commodities more specifically described elsewhere in this memorandum.</li> <li>(b) Shipments exceeding maximum dimensions named in Item 150.</li> </ul> <p><b>Note 3: Empty Returning Units:</b><br/>Rates include return of empty units to ramp of origin. Units authorized free return under provisions of this note must be tendered within 30 days of loaded movement or empty positioning. Substitution of like units will be allowed. No combination of inbound (return) loads and empty units shipped during any 30-day period may exceed the number of outbound loaded units shipped in the immediately preceding 30-day period.</p> <p><b>Note 4: Dunnage Returned:</b><br/>Rates include return of unit containing dunnage of no more than 10,000 lbs. per unit to ramp of origin (subject to conditions in Note 3).</p> <p><b>Note 5: Oversize Shipments:</b><br/>Subject to Oversize Arbitrary charge (See Item 150).</p> |        |      |  |  |  |  |   |           |        |      |                       |      |   |                       |       |   |                     |       |   |                |       |   |                          |       |   |
| <p><b>ITEM 1010</b></p> <p>[I] <b>HAZMAT, WASTE AND SURCHARGES</b></p> <table border="1"> <thead> <tr> <th>Surcharge</th> <th>Amount</th> <th>Note</th> </tr> </thead> <tbody> <tr> <td>Shipping Instructions</td> <td>\$75</td> <td>1</td> </tr> <tr> <td>Incorrectly placarded</td> <td>\$100</td> <td>2</td> </tr> <tr> <td>Hazardous paperwork</td> <td>\$150</td> <td>3</td> </tr> <tr> <td>Waste Manifest</td> <td>\$150</td> <td>4</td> </tr> <tr> <td>Missing/No Haz paperwork</td> <td>\$325</td> <td>5</td> </tr> </tbody> </table> <p>*See notes on last column of this tariff.</p>  |        |      |  |  |  |  |   | Surcharge | Amount | Note | Shipping Instructions | \$75 | 1 | Incorrectly placarded | \$100 | 2 | Hazardous paperwork | \$150 | 3 | Waste Manifest | \$150 | 4 | Missing/No Haz paperwork | \$325 | 5 |
| Surcharge   | Amount | Note |  |  |  |  |   |           |        |      |                       |      |   |                       |       |   |                     |       |   |                |       |   |                          |       |   |
| Shipping Instructions   | \$75   | 1    |  |  |  |  |   |           |        |      |                       |      |   |                       |       |   |                     |       |   |                |       |   |                          |       |   |
| Incorrectly placarded   | \$100  | 2    |  |  |  |  |   |           |        |      |                       |      |   |                       |       |   |                     |       |   |                |       |   |                          |       |   |
| Hazardous paperwork   | \$150  | 3    |  |  |  |  |   |           |        |      |                       |      |   |                       |       |   |                     |       |   |                |       |   |                          |       |   |
| Waste Manifest  | \$150  | 4    |  |  |  |  |   |           |        |      |                       |      |   |                       |       |   |                     |       |   |                |       |   |                          |       |   |
| Missing/No Haz paperwork  | \$325  | 5    |  |  |  |  |   |           |        |      |                       |      |   |                       |       |   |                     |       |   |                |       |   |                          |       |   |
| <p>For explanation of Abbreviations and Reference Marks not explained herein, see last page of this tariff.</p>   |        |      |  |  |  |  |   |           |        |      |                       |      |   |                       |       |   |                     |       |   |                |       |   |                          |       |   |