ALASKA RAILROAD CORPORATION



FREIGHT TARIFF ARR 4105-Y

(Cancels Freight Tariff ARR 4105-X)

COMMODITY RATES

APPLYING ON COAL

BETWEEN STATIONS IN ALASKA

ON THE

ALASKA RAILROAD CORPORATION

COAL TARIFF

Governed except as otherwise provided herein by rules and conditions of Alaska Railroad Tariff ARR 3016-series.

Rates named in this tariff will not alternate with rates named in any other tariff issued by Alaska Railroad Corporation

ISSUED: December 12, 2014 EFFECTIVE: January 1, 2015

ISSUED BY:

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

RULES AND OTHER GOVERNING PROVISIONS

ITEM 80

[A]

LOSS OR DAMAGE TO LADING

ARR shall only be liable for actual loss or damage as set forth in "49 USC 11706" for shipments made under this tariff except for the following:

ARR's liability shall not exceed \$250,000 per rail car at charges named in, or otherwise governed by this tariff. If shipment value exceeds \$250,000 per rail car, 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 \$250,000. ARR's liability applies only to loss or damage while in ARR's control.

If desired, consignor may request the ARR to provide a special quote for insurance on a declared value over \$250,000 per rail car. This request must be made at least five business days prior to shipment in writing.

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 tariff, 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, securement, 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 delay 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.

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 damages caused by any act or omission of the shipper or consignee.

Consignor shall indemnify ARR and assume all legal defense against any third-party claims for loss, damage, or injury including attorneys fees, for failure to comply with its obligations under this tariff.

(Continued in next column)

RULES AND OTHER GOVERNING PROVISIONS

ITEM 80 (Cont'd)

[A]

LOSS OR DAMAGE TO LADING

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.

For explanation of Abbreviations and Reference Marks, see last page of this tariff.

FT ARR 4105-Y

TEM 150	RATES AND CHARGES (Rates in Dollars and Cents Per Ton, except as noted)			EXPLANATION OF ABBREVIATIONS (ABB) AND	
[I] COMMODITY: Coal - Single Car Rates (See Notes 1 & 2) FROM TO RATE Clear Site 9.22 Eielson AFB 22.95 Fort Richardson Fort Wainwright Seward Palmer Seward NOTE 1: Shipper supplied weight and bill of lading, loaded to railcar, subject to demurrage.	<u></u>				· · ·
FROM TO RATE Clear Site 9.22 Eielson AFB 22.95 Fort Richardson 27.39 Fort Wainwright 20.08 Seward 46.63 Palmer Seward 27.36 NOTE 1: Shipper supplied weight and bill of lading, loaded to railcar, subject to demurrage.					EXPLANATION
FROM TO RATE Clear Site 9.22 Eielson AFB 22.95 Fairbanks 17.58 Fort Richardson 27.39 Fort Wainwright 20.08 Seward 46.63 Palmer Seward NOTE 1: Shipper supplied weight and bill of lading, loaded to railcar, subject to demurrage.				FT	Freight Tariff
Healy Eielson AFB 22.95 Fairbanks 17.58 Fort Richardson 27.39 Fort Wainwright 20.08 Seward 46.63 Palmer Seward 27.36 NOTE 1: Shipper supplied weight and bill of lading, loaded to railcar, subject to demurrage.	FROM	то	RATE		·
Healy Fairbanks 17.58 Fort Richardson 27.39 Fort Wainwright 20.08 Seward 46.63 Palmer Seward 27.36 NOTE 1: Shipper supplied weight and bill of lading, loaded to railcar, subject to demurrage.	Healy	Clear Site	9.22	[1]	Increase
Fort Richardson 27.39 Fort Wainwright 20.08 Seward 46.63 Palmer Seward 27.36 NOTE 1: Shipper supplied weight and bill of lading, loaded to railcar, subject to demurrage.		Eielson AFB	22.95		
Fort Richardson 27.39 Fort Wainwright 20.08 Seward 46.63 Palmer Seward 27.36 NOTE 1: Shipper supplied weight and bill of lading, loaded to railcar, subject to demurrage.		Fairbanks	17.58		
Seward 46.63 Palmer Seward 27.36 NOTE 1: Shipper supplied weight and bill of lading, loaded to railcar, subject to demurrage.		Fort Richardson	27.39		
Palmer Seward 27.36 NOTE 1: Shipper supplied weight and bill of lading, loaded to railcar, subject to demurrage.		Fort Wainwright	20.08		
NOTE 1: Shipper supplied weight and bill of lading, loaded to railcar, subject to demurrage.		Seward	46.63		
loaded to railcar, subject to demurrage.	Palmer	Seward	27.36		