

FT WTJR 4000-D
(Cancels FT WTJR 4000-C)

WICHITA, TILLMAN & JACKSON RAILWAY COMPANY



FREIGHT TARIFF WTJR 4000-D (Cancels Freight Tariff WTJR 4000-C)

NAMING
RULE 11
PROPORTIONAL
AND
SWITCHING RATES
BETWEEN
STATIONS ON THE WTJR
AND
INTERCHANGE WITH CONNECTING CARRIERS

LOCAL TARIFF

This tariff is also applicable on interstate traffic, except where expressly provided to the contrary in connection with particular rates and provisions contained herein.

ISSUED: July 13, 2018

EFFECTIVE: August 2, 2018

ISSUED BY

WICHITA, TILLMAN & JACKSON RAILWAY COMPANY
6100 SOUTHWEST BLVD. SUITE 320
FORT WORTH, TEXAS 76109

FT WTJR 4000-D

| <p align="center">RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - UNLIMITED</p> | <p align="center">RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - UNLIMITED</p> |
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| <p>ITEM 50</p> <p align="center">PAYMENT OF CHARGES</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 WTJR to require at time of movement, shipment or delivery the prepayment or guarantee of charges, unless Customer has entered into an agreement for credit with the WTJR. Customer will pay WTJR immediately upon presentation of a bill therefor by WTJR. If charges have not been prepaid, or customer has not entered into an agreement for credit with WTJR, the WTJR 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 WTJR will assess a finance charge of 1% per month (12% per annum) unpaid bills thirty (30) days past due, 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 WTJR.</p> <p>If WTJR, at its sole discretion, uses a collection agency or attorneys to collect delinquent bills for freight or other charges and WTJR is successful in collecting such charges, Customers shall reimburse WTJR for all reasonable collection costs, including reasonable collection agency fees and reasonable attorneys' fees.</p> | <p>ITEM 55</p> <p align="center">SECURITY DEPOSIT</p> <p>For customers who have established credit with the WTJR, a deposit to secure payment of any freight, demurrage, storage, detention, switching or other accessorial charge that may accrue will 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. The credit office 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>WTJR 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 WTJR. 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 WTJR's credit office that future switching, demurrage, detention, storage and other accessorial charges will be paid within the credit period.</p> |
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| <p align="center">RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - UNLIMITED</p> | <p align="center">SECTION 1 RULE 11 PROPORTIONAL RATES (Rates in dollars and cents per car, except as noted)</p> | | | | | | | | | | | | | | | |
|---|--|------------------------------|------------------------------|--|---------|-----|------------------------------|------------------------------|----------------------|---|------------|------------|--|--|------------|------------|
| <p>ITEM 60</p> <p align="center">HAZARDOUS MATERIALS</p> <p>Pursuant to 49 CFR § 174.16, Consignees are required to accept delivery of carload traffic of hazardous materials within 48 hours after notice of arrival has been sent or given to the Consignee. Consignees that anticipate that they will not routinely be able to accept delivery in a timely fashion should make alternative arrangements for storage of cars. This railroad does not hold itself out to provide storage of cars containing hazardous materials, but where it does so as a necessary accommodation to a Consignee, the cars will be held subject to this railroad's right to assess reasonable charges. Notwithstanding the establishment and/or assessment of storage charges, cars not accepted within 48 hours are subject at all times thereafter to this railroad's rights under 49 CFR Sec.174.16 to contact Consignor and request orders for disposition or to dispose by sale under the terms of that regulation. (Not applicable to Division 1.1 or 1.2 (explosive) materials, which will be handled by this railroad in accordance with the provisions of 49 CFR 174.16)</p> | <p>ITEM 100</p> <p>COMMODITY: All commodities, except as otherwise specifically provided.</p> | | | | | | | | | | | | | | | |
| | <table border="1"> <thead> <tr> <th data-bbox="824 407 1000 491">BETWEEN</th> <th data-bbox="1006 407 1175 491">AND</th> <th data-bbox="1182 407 1321 491">RATE (See Notes 6 & 7)</th> <th data-bbox="1328 407 1463 491">RATE (See Notes 6 & 8)</th> </tr> </thead> <tbody> <tr> <td data-bbox="824 499 1000 638">Wichita Falls, TX</td> <td data-bbox="1006 499 1175 638">WTJR Oklahoma Stations (See Notes 1, 2, 3, 4)</td> <td data-bbox="1182 499 1321 638">\$2,606.00</td> <td data-bbox="1328 499 1463 638">\$3,156.00</td> </tr> <tr> <td></td> <td data-bbox="1006 646 1175 726">WTJR Texas Stations (See Note 5)</td> <td data-bbox="1182 646 1321 726">\$2,389.00</td> <td data-bbox="1328 646 1463 726">\$2,785.00</td> </tr> </tbody> </table> | | | | BETWEEN | AND | RATE (See Notes 6 & 7) | RATE (See Notes 6 & 8) | Wichita Falls, TX | WTJR Oklahoma Stations (See Notes 1, 2, 3, 4) | \$2,606.00 | \$3,156.00 | | WTJR Texas Stations (See Note 5) | \$2,389.00 | \$2,785.00 |
| BETWEEN | AND | RATE (See Notes 6 & 7) | RATE (See Notes 6 & 8) | | | | | | | | | | | | | |
| Wichita Falls, TX | WTJR Oklahoma Stations (See Notes 1, 2, 3, 4) | \$2,606.00 | \$3,156.00 | | | | | | | | | | | | | |
| | WTJR Texas Stations (See Note 5) | \$2,389.00 | \$2,785.00 | | | | | | | | | | | | | |
| | <p>Note 1: Applicable only when "for beyond" or "from beyond" via BNSF.</p> <p>Note 2: Applicable only when "for beyond" or "from beyond" via SLWC.</p> <p>Note 3: Applicable only when "for beyond" or "from beyond" via FMRC.</p> <p>Note 4: Applicable only when "for beyond" or "from beyond" via GNBC.</p> <p>Note 5: (a) Applicable only when "for beyond" or "from beyond" via BNSF, <u>except as provided for in (b) below.</u></p> <p align="center">(b) Not applicable on traffic to or from industries located at Wichita Falls, TX set forth in Item 200, this tariff. [A]</p> <p>Note 6: Subject to AAR Accounting Rule 11.</p> <p>Note 7: Applicable on non-hazardous material shipments only.</p> <p>Note 8: Applicable on hazardous material shipments only.</p> | | | | | | | | | | | | | | | |

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| SECTION 2 SWITCHING (Rates in dollars and cents per car, except as noted) | | | | EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS |
|--|-------------------|---|-----------|---|
| ITEM 200 [A][R] <p align="center">RECIPROCAL SWITCHING</p> The WTJR will perform reciprocal switching between industries named below at Wichita Falls, TX and interchange with the BNSF at Wichita Falls, TX at charges indicated: | | | | AAR - Association of American Railroads FT - Freight Tariff BNSF - BNSF Railway FMRC - Farmrail Corporation GNBC - Grainbelt Corporation WTJR - Wichita, Tillman & Jackson Railway Company [A] - Addition/New [I] - Increase [NC] - Brought forward without change, except as otherwise noted. [R] - Reduction (<u>Underscored</u> portion denotes change/addition.) |
| INDUSTRIES | STATION | COMMODITY | RATE | |
| T. G. Mercer, a Quanta Services Co. | Wichita Falls, TX | All commodities, except as otherwise specifically provided. | \$2379.00 | |
| ONEOK | | | | |
| American Cast Iron Pipe Co. | | | | |
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