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August 17, 2021

302880

ENTERED
Office of Proceedings
August 17, 2021
Part of
Public Record

VIA ELECTRONIC FILING

Ms. Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W., Room 1034
Washington, DC 20006

Re: **FD 36536**
Tulsa Base Railroad, L.L.C.
– Lease and Operation Exemption – Base Inc.

Dear Ms. Brown:

Enclosed for filing in the above-captioned proceeding is the **Verified Notice of Exemption of Tulsa Base Railroad, L.L.C. pursuant to 49 C.F.R. part 1150, subpart D and a Motion for Protective Order**, each dated August 16, 2021. The appropriate fee for this filing has been tendered via Pay.gov.

If you have any questions regarding this filing, please feel free to contact me.
Thank you for your assistance on this matter.

Respectfully submitted,



Bradon J. Smith
Attorney for Tulsa Base Railroad, L.L.C.

Attachment

FILED
August 17, 2021
SURFACE
TRANSPORTATION BOARD

FEE RECEIVED
August 17, 2021
SURFACE
TRANSPORTATION BOARD

BEFORE THE
SURFACE TRANSPORTATION BOARD

FD 36536

TULSA BASE RAILROAD, L.L.C.
— LEASE AND OPERATION EXEMPTION —
BASE, INC.

**VERIFIED NOTICE OF EXEMPTION OF
TULSA BASE RAILROAD, L.L.C.
PURSUANT TO 49 C.F.R. PART 1150, SUBPART D**

Bradon J. Smith
Robert A. Wimbish
Fletcher & Sippel LLC
29 North Wacker Drive
Suite 800
Chicago, Illinois 60606-2832
(312) 252-1500

**ATTORNEYS FOR TULSA
BASE RAILROAD, L.L.C.**

Date: August 17, 2021

BEFORE THE
SURFACE TRANSPORTATION BOARD

FD 36536

TULSA BASE RAILROAD, L.L.C.
— LEASE AND OPERATION EXEMPTION —
BASE, INC.

**VERIFIED NOTICE OF EXEMPTION OF
TULSA BASE RAILROAD, L.L.C.
PURSUANT TO 49 C.F.R. PART 1150, SUBPART D**

Pursuant to 49 C.F.R. part 1150, subpart D, Tulsa Base Railroad, L.L.C. (“TBR”), a non-carrier, hereby files this Verified Notice of Exemption (the “Notice”) to acquire by lease and to operate approximately 745 feet of track (the “Line”) in Tulsa, Oklahoma. The Line is currently owned by BNSF Railway Company which leases it to Base, Inc. (“Base”) which in turn has subleased it to TBR.¹ Based upon projected annual revenues, TBR expects to be a Class III rail carrier following consummation of the transaction proposed herein.

In accordance with the requirements of 49 C.F.R. § 1150.33, TBR submits the following information:

¹ Base is the sole equity member of TBR. Base once controlled West Memphis Base Railroad, L.L.C. (“WMBR”), but no longer does. *OPSEU Pension Plan Trust Fund, Jaguar Transport Holdings, LLC, and Jaguar Rail Holdings, LLC—Acquisition of Control Exemption—Cimarron Valley Railroad, L.C.; Southwestern Railroad, Inc.; Texas & Eastern Railroad, LLC; Washington Eastern Railroad, LLC; and Wyoming and Colorado Railroad, Inc.*, FD 36440 (STB served Oct. 16, 2020), 2 (identifying equity control of WMBR as currently vested (indirectly) in the OPSEU Pension Trust); *See also, West Memphis Base Railroad, L.L.C. — Lease, Operation, and Future Purchase Exemption — City of West Memphis, Ark.*, FD 36215 (STB served Sep. 13, 2018). Therefore, no control authority is required for the subject lease and operation by TBR.

Name and Address of Applicant: 49 C.F.R. § 1150.33(a)

The full name and address of the rail carrier applicant herein is as follows:

Tulsa Base Railroad, L.L.C.
5307 E. Pine St.
Tulsa, Oklahoma 74115
(918) 744-5400

Applicant's Representative: 49 C.F.R. § 1150.33(b)

TBR's representative to whom correspondence regarding this transaction should be sent is as follows:

Bradon J. Smith
Fletcher & Sippel LLC
29 North Wacker Drive
Suite 800
Chicago, Illinois 60606
(312) 252-1500

Statement Concerning Agreement: 49 C.F.R. § 1150.33(c)

TBR and Base have agreed for TBR to lease the Line for an initial term of seven years. Pursuant to *Anthony Macrie – Continuance in Control Exemption – New Jersey Seashore Lines, Inc.*, FD 35296 (STB served Aug. 31, 2010), 3, TBR is filing redacted (public) and unredacted (confidential) versions of the lease (the "Lease") as separately filed exhibits to this Notice (Exhibit A). The confidential version of the Lease is filed under seal subject to a simultaneously-filed motion for issuance of a protective order pursuant to 49 C.F.R. § 1104.14(b).

Operator of the Property: 49 C.F.R. § 1150.33(d)

Upon consummation of this transaction, TBR will provide common carrier rail service on the Line.

Summary of the Transaction: 49 C.F.R. § 1150.33(e)

Base acquired a leasehold in the premises that include the Line from BNSF. BNSF operated the Line as “spur” track pursuant to 49 U.S.C. § 10906; Base has not conducted common carrier rail operations on the Line.² Base has entered into a sublease with TBR to permit TBR to provide common carrier service on the Line.

The Line does not have mileposts, but extends 745 feet south of the point-of-switch with BNSF at BNSF Milepost 419.05 in Tulsa, Oklahoma, near East Pine St, as shown on Exhibit B.

The complete name and address of the leasehold grantor of the Line is as follows:

Base, Inc.
5307 E. Pine St.
Tulsa, Oklahoma 74115
(918) 744-5400

TBR intends to consummate its operation of the Line upon the effectiveness of this Notice.

Map: 49 C.F.R. § 1150.33(f)

A map showing the Line and the surrounding area is attached as Exhibit B to this Notice.

Certificate of Compliance: 49 C.F.R. § 1150.33(g)

TBR’s anticipated revenue will not exceed that of a Class III carrier.

² No regulatory approvals for these transactions were necessary. 49 U.S.C. § 10906.

Interchange Commitments: 49 C.F.R. § 1150.33(h)

The proposed railroad line acquisition and operation transaction does not involve, and the respective agreements between BNSF and Base and Base and TBR do not include, any provision or agreement that would limit future interchange with a third-party connecting carrier.

Advance Notice: 49 C.F.R. § 1150.32(e)

The projected annual revenue of TBR is not expected to exceed \$5 million, and, accordingly, the advance notice requirements of 49 C.F.R. § 1150.32(e) are inapplicable to this transaction. See attached Certification and Verification.

Environmental and Historic Preservation Data: 49 C.F.R. § 1105

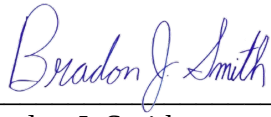
Under 49 C.F.R. § 1105.6(c)(1)(i), TBR's proposed operation of the Line is exempt from environmental reporting requirements. The proposed transaction will not result in significant changes in carrier operations, i.e., changes that exceed the thresholds established in 49 C.F.R. § 1105.7(e)(4) or (5).

Under 49 C.F.R. § 1105.8(b)(1), TBR's assumption of operations on the Line also is exempt from historic preservation reporting requirements. The proposed transaction is for the purpose of establishing common carrier rail service. Further Surface Transportation Board approval is required to discontinue any service and there are no plans to dispose of or alter properties subject to Board jurisdiction that are fifty years old or older.

Caption Summary: 49 C.F.R. § 1150.34

A caption summary in appropriate form is attached as Exhibit C to this Notice.

Respectfully submitted,

By: _____

Bradon J. Smith

Robert A. Wimbish

Fletcher & Sippel LLC

29 North Wacker Drive

Suite 800

Chicago, Illinois 60606-2832

(312) 252-1500

**ATTORNEY FOR TULSA
BASE RAILROAD, L.L.C.**

Dated: August 17, 2021

BEFORE THE
SURFACE TRANSPORTATION BOARD

FD 36536

TULSA BASE RAILROAD, L.L.C.
— LEASE AND OPERATION EXEMPTION —
BASE, INC.

EXHIBIT A

LEASE

**CONFIDENTIAL VERSION FILED
SEPARATELY**

TBR, INC. AND TULSA TBR RAILROAD, LLC **LEASE AND SUB-CONTRACT AGREEMENT**

THIS LEASE dated as of this ___ day of August, 2021 between **BASE, Inc.**, an Oklahoma corporation, 5307 East Pine Street, Tulsa, Oklahoma 74115, Tulsa Oklahoma (“**BASE**”), and **Tulsa Base Railroad, LLC**, an Oklahoma limited liability company (“**TBR**”) (**TBR**, each referred to individually as a “**Party**” and together as the “**Parties**”).

For and in consideration of the mutual benefits and obligations set forth in this Lease, the Parties agree to be bound as follows:

1. LEASED PROPERTY.

BASE hereby leases to TBR the tracks, (“**Facility**”) as outlined in **Exhibit A**, located at 5307 East Pine, Tulsa, Oklahoma 74115 in accordance with all the terms as outlined in this agreement, (“**Lease**”).

2. TERM.

The term of this Lease (“**Lease Term**”) shall commence at ____ (“**Commencement Date**”) and shall last for a period of _____ ending on the date immediately preceding the anniversary date of the Commencement date (_____) (“**Termination Date**”). _____

3. RENT, VOLUME COMMITMENT AND INTEREST.

3.1 TBR hereby agrees to act and perform with a duty of care commensurate with Industry Standards and Safety.

3.2 TBR shall pay rent to the BASE for use and utilization of the Facility in the amount of _____ (“**Rent**”), payable annually, in advance, on the Commencement Date and each subsequent anniversary thereof. TBR shall send Rent to BASE, at 5307 East Pine, Tulsa, Oklahoma 74115 or to such other address as BASE may indicate by written notice to TBR in accordance with the terms of this Lease. Rent shall escalate on an annual basis by three (3) percent.

3.3 _____

[REDACTED]

3.4 TBR shall pay Rent, and any other payments due BASE without prior demand, setoff, or counterclaim.

[REDACTED]

4. USE.

4.1 The Facility shall be used for any lawful purpose, including but not limited to the provision of common carrier rail service by TBR. TBR will comply with Department of Transportation regulations as set out in 49 Code of Federal Regulations, Parts 100-199, inclusive, as amended from time to time, and provisions contained in applicable circulars of Bureau of Explosives, Association of American Railroads, including any and all amendments and supplements thereto. BASE acknowledges that rail service may not be unduly interfered with by the obligations of TBR or the exercise of remedies by BASE under this Agreement so as to cause TBR to violate its obligations under 49 U.S.C. Subtitle IV.

4.2 Neither Party shall allow the Facility to be used by any other person or firm without the prior written consent of the other Party.

4.3 TBR shall, at its sole cost and expense, promptly comply with all present and future laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any governmental authority or court of competent jurisdiction affecting the Use and condition of the Facility and any equipment placed or used thereon and TBR's operations and activities ("Legal Requirements"). TBR shall obtain all permits required by any federal, state, municipal or other governmental entity necessary for Industry's Use of the Facility as outlined in this Section prior to the receipt of shipments including but not limited to federal regulation and requirements for the handling and movement of HazMat materials and products.

4.4 Except as required by lawful order, TBR shall not construct or allow to be constructed any subterranean improvement, or rail, vehicular or pedestrian grade crossings in the railroad right-of-way without the prior written consent of BASE which consent will not be unreasonably withheld. TBR shall immediately inform BASE of any proceeding that might result in such an order. In the event the BASE does not provide written consent or objection within ninety (90) days of such a written request from TBR, BASE waives its right to object and consent will be

deemed to have been provided.

4.5 TBR shall not make any infrastructure improvements in or on the Facility without the prior written consent of BASE which consent shall not be unreasonably withheld and provided within ninety (90) days of receipt of notice from TBR. Changes in the Tracks necessary to comply with the requirements of a public authority due to TBR's Use of the Facility, shall be made at TBR's sole expense and with written consent of BASE. In the event BASE fails to provide its consent to such infrastructure improvements, TBR may elect to terminate this Lease upon ninety (90) days written notice.

4.6



5. RESERVED FACILITIES.

5.1 BASE reserves the right to operate, maintain, repair, replace, augment, or relocate any Reserved Facilities, as defined in Section 6.2, existing within or adjacent to the Facility. TBR shall not interfere with the maintenance or operation of the Reserved Facilities, or the rights of BASE with respect thereto.

5.2 "Reserved Facilities" means existing tracks, pipes, conduits, thoroughfares, roads, tunnels, electric communication and signal transmission lines and poles and guys for such lines, and any other facilities of similar nature on, above or below the ground, belonging to any party whomsoever.

5.3 BASE reserves the right to use the Facility provided that such use does not unreasonably interfere with the use thereof by TBR.

6. TAXES AND ASSESSMENTS.



7. UTILITIES.

TBR, at its sole cost and expense (including fees for permits and similar documents), shall obtain all utility services required or desired by TBR, including the installation of meters and submeters if none exist. TBR shall be responsible for all charges for utilities consumed by, and supplied to, TBR by the provider thereof. To the extent any existing utility services at the Facility are used by TBR with BASE's prior, written consent, and are not separately metered or billed to TBR, TBR shall pay a reasonable proportion of the cost of the utility services.

8. CONDITION OF PREMISES AND MAINTENANCE.

8.1 TBR has fully inspected and accepts the Facility in "as is" condition. BASE makes no representations as to the zoning, condition, utility, or fitness of the Facility for any use.

8.2 TBR shall perform all general maintenance and repairs necessary to keep the Facility and operations of the Facility in good order and in safe condition at TBR's expense. BASE will provide written notice of any additional repairs or maintenance that may be necessary, as a result of TBR's negligence, regulatory non-compliance or contractual breach. In the event TBR does not provide written notice of objection or make such repairs or maintenance, then said repairs or maintenance may be performed by BASE at the sole expense of TBR.

8.3 TBR shall keep the Tracks free of all obstructions. All maintenance of the Tracks shall be to a minimum of Federal Railroad Administration Class I track standards.

9. SIGNS AND IMPROVEMENTS.

TBR may place any sign, advertising, or improvements on the Facility after receiving written consent from the BASE which consent shall not be unreasonably withheld. Upon expiration or termination of this Lease, if TBR fails to remove improvements and other property of TBR's following lease termination or expiration, BASE may elect to retain such improvements or property, or enter the Facility and raze or remove same and TBR hereby waives any claim or right of action with respect thereto. In such an event, TBR shall pay BASE all of BASE's costs related to such razing or removal, including without limitation storage and transportation. TBR shall indemnify, defend and save harmless BASE from and against any claim or action by any party brought or asserted against BASE with respect to such retention, razing, or removal.

10. ASSIGNMENT AND SUBLETTING.

TBR shall not assign, license or transfer any portion of TBR's interest in this Lease or the Facility without the prior written consent of BASE [REDACTED]

[REDACTED] TBR shall not permit any security interest to any third party to attach to the Facility or any part thereof, or any improvements now or hereafter placed or kept thereon, without the prior written consent of BASE which consent shall not be unreasonably withheld, and any attempt to do so without such consent shall render same null and void.

11. **LIABILITY.**

11.1 EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF BASE,

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

12. **ENVIRONMENTAL COMPLIANCE.**

12.1 RESPONSIBILITY FOR ENVIRONMENTAL CLAIMS (AS DEFINED IN SECTION 12.5) AS BETWEEN THE PARTIES SHALL BE BORNE AS FOLLOWS:

(I)

[REDACTED]

[REDACTED]

(II)

[REDACTED]

(III)

[REDACTED]

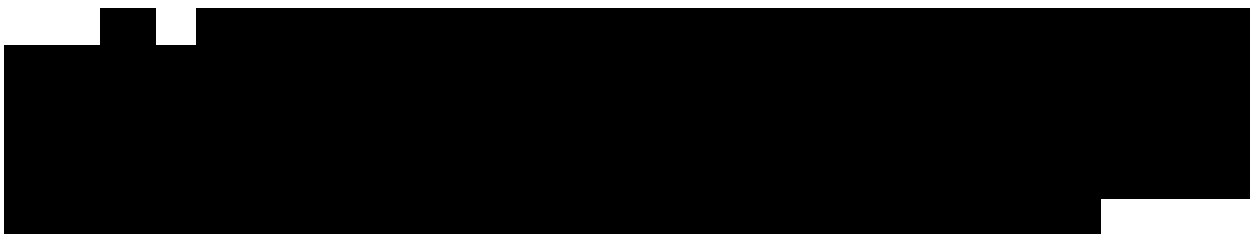
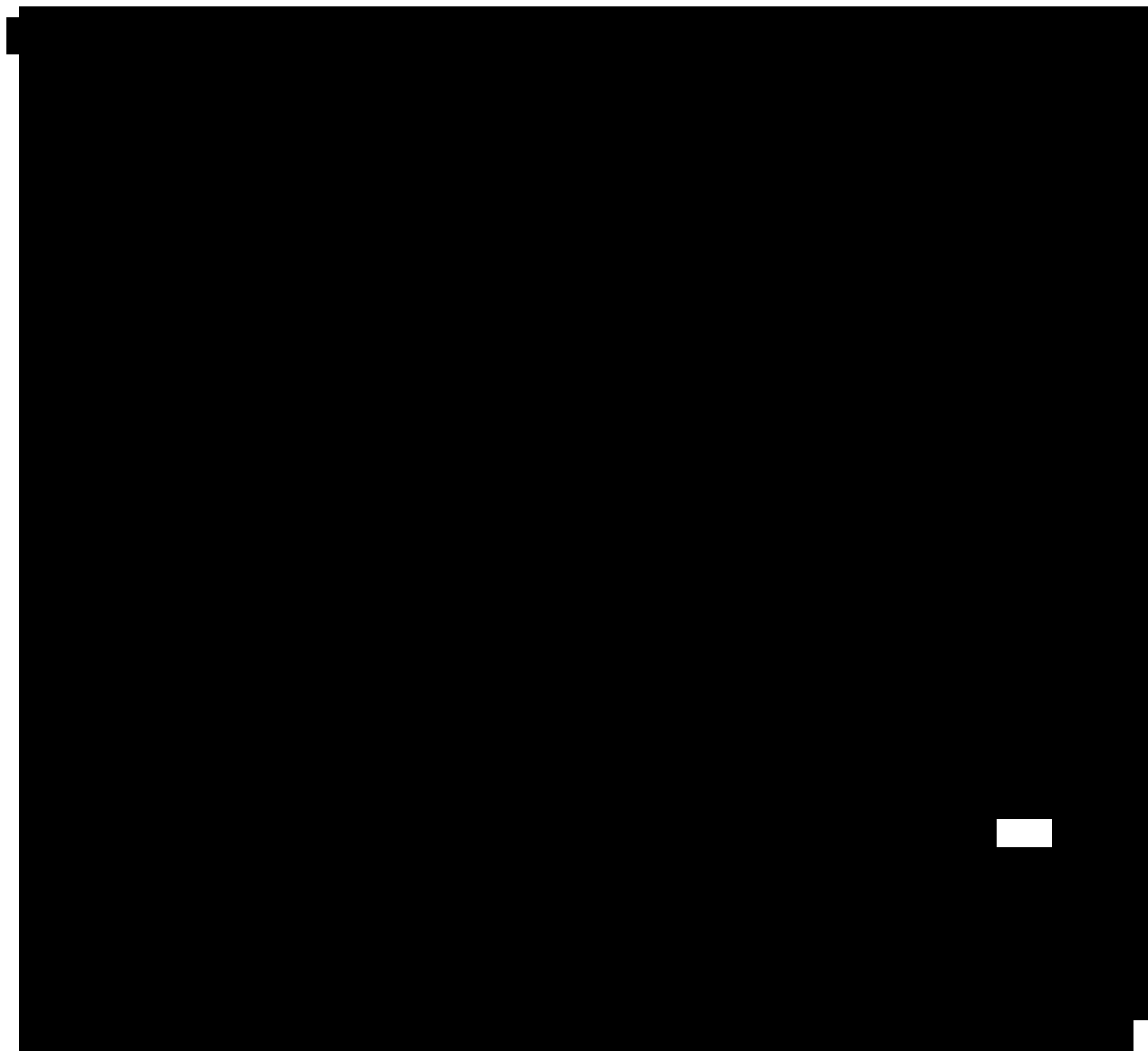
12.2

[REDACTED]

12.3

[REDACTED]

[REDACTED]



13. INSURANCE.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

14. CONDEMNATION.

14.1 Total Taking. If the whole of the Facility, including the Reserved Facilities, shall be taken for any public or quasi-public use under any statute or by right of eminent domain or by private purchase in lieu thereof, then this Lease shall automatically terminate as of the date that possession has been taken. In the event of a partial taking of the Facility (or so purchased), and, in BASE's and TBR's reasonable and mutual opinion, the portion remaining is not adequate and suitable for TBR's Use, then BASE and/or TBR shall have the right to terminate this Lease by giving written notice of such termination to the other Party on or prior to the date forty-five (45) days after the date of such taking (or purchase). In the event this Lease shall terminate or shall be terminated, the Rent shall be adjusted to the day of the taking (or purchase) and neither Party shall have any further rights or liabilities hereunder, except as may be specifically provided for herein.

14.2 In the event of a taking (or purchase) resulting in the termination of this Lease pursuant to the provisions of Section 15.1, the Parties hereto agree to cooperate in applying for and in prosecuting any claim for such taking. Each Party shall have the right and authority to make their independent claims and seek such compensation and damages as may be awarded given their respective interests in the Reserved Facilities.

15. DEFAULTS, REMEDIES AND TERMINATION.

15.1 Should TBR default in: (1) fulfilling any of the covenants or obligations of this Lease other than the covenants for making payments; or (2) if the Facility becomes vacant or deserted; or (3) if the Facility is damaged by reason of negligence or carelessness of TBR, or its agents, then, in any one or more of such events, upon BASE serving a thirty (30) day notice upon TBR specifying the nature of said default, and upon the expiration of said thirty (30) days, if TBR shall have failed to remedy such default and TBR has not diligently commenced curing such default within such thirty (30) day period and shall not thereafter with reasonable diligence and in good faith proceed to remedy or cure such default, then BASE may serve a three (3) day notice of termination of this Lease upon TBR, and upon the expiration of said three (3) days, this Lease and the Lease Term hereunder shall end and expire.

15.2 Should TBR default in or (ii) if any execution or attachment shall be issued against TBR or any of TBR's property whereupon the Facility shall be taken or occupied or attempted to be taken or occupied by someone other than TBR; or (iii) if TBR declares Bankruptcy, as defined in Section 17, then, and in any of such events, BASE may, without notice, re-enter the Facility either by force or otherwise, and dispossess TBR and the legal representatives of TBR or other occupant of the Facility, by summary proceedings or otherwise, and remove their effects to the extent permitted by law.

15.3 BASE may, in addition to any other remedies set forth in this Section, suspend rail service in the event TBR breaches any of the covenants in this Lease, and such suspension may continue until such breach is remedied.

15.5 In the event any mechanics' lien is filed against the Facility as a result of alterations, additions or improvements made by TBR, BASE, at its option, upon thirty (30) days' written notice to TBR, may pay said lien, without inquiring into the validity thereof, and TBR shall forthwith reimburse BASE the total expense incurred by BASE in discharging said lien.

16. BANKRUPTCY.

If, at the date fixed as the Commencement Date or at any time during the Lease Term, there shall be filed by or against TBR in any court, pursuant to any statute either of the United States or of any state, a petition in bankruptcy, or there shall be commenced a case by or against TBR under the Bankruptcy Code, or a petition filed in insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of TBR's property (all the hereinabove collectively referred to as a "Bankruptcy"), BASE may terminate this Lease in which event neither TBR nor any person claiming through or under TBR by virtue of any statute or of an order of any court shall be entitled to possession or to remain in possession of TBR the Facility, and shall immediately surrender the Facility to BASE. BASE, in addition to the other rights and remedies BASE has by virtue of any other provision contained herein or elsewhere in this Lease or by virtue of any statute or rule of law, may retain as liquidated damages any rent, security, deposit, or monies received by it from TBR or others on behalf of TBR.

17. DISCONTINUANCE.

BASE shall not be responsible for any loss or damage sustained by TBR in consequence of any temporary elimination of the Tracks, or service thereover, due to circumstances beyond BASE's reasonable control.

18. NO WAIVER.

The waiver by either party of any breach by the other party of any term, covenant, obligation or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or a waiver of any other term, covenant, obligation or condition herein contained. No covenant, term, obligation or condition of this Lease shall be deemed to have been waived by either party, unless such waiver is in a written notice to the other party.

19. NOTICES.

Every notice, approval, consent, or other communication desired or required under this Lease shall be effective only if the same shall be in writing and sent postage prepaid by United States registered or certified mail (or a similar mail service available at the time), directed to the other party at its address set forth below, or such other address as either party may designate by notice given from time to time in accordance with this Section.

BASE:

Base, Inc.
5307 East Pine
Tulsa, Oklahoma 74115

TBR:

Tulsa Base Railroad, LLC
5307 East Pine Street
Tulsa, Oklahoma 74115
ATTN: Rusty Turpin

20. BINDING ON SUCCESSORS.

The covenants and agreements herein contained shall inure to the benefit of and be binding upon the successors, heirs, personal representatives, and assigns of the parties hereto, subject, however, to the provisions of Section 11 of this Lease.

21. ENTIRE AGREEMENT.

The entire agreement between BASE and TBR is set forth in this Lease and there are no understandings, agreements, or representations of any kind between the parties, verbal or otherwise, other than as set forth in this Lease. No change or modification of any of the covenants, terms or provisions hereof shall be valid unless in writing and signed by the parties hereto.

22. RIGHT TO INSPECT AND EXHIBIT.

Upon prior notice, BASE shall have the right to enter the Facility at reasonable hours in the day to examine and inspect the Facility. BASE is required to have an escort from TBR during such inspection and shall comply with all safety requirements and procedures as instructed by TBR.

24. SEVERABILITY.

If any term, covenant, obligation or condition of this Lease or the application thereof to any person or circumstance shall be held invalid or unenforceable to any extent by a final judgment or award which shall not be subject to change by appeal, then the remainder of this Lease or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant and condition of this Lease shall be valid and be enforced to the fullest extent permitted by law. Furthermore, each covenant, agreement, obligation and other provision of this Lease is and shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making the same, and not dependent on any other provision of this Lease unless expressly so provided.

26. HOLDING OVER.



27. THIRD PARTY BENEFICIARY.

Nothing contained in this Lease shall be construed as to confer upon any other party the rights of a third party beneficiary.

28. APPLICABLE LAW.

This Lease and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the State of Oklahoma.

29. SURVIVAL.

Any covenant, obligation or liability which arose, may have arisen or was incurred by either party hereto prior to the termination of this Lease shall survive the termination of this Lease.

30. TERMINOLOGY.

As used in this Lease, the terms "BASE," "TBR" and "party" shall include the subsidiaries, affiliates, directors, officers, agents and team members of BASE and TBR.

31. FORCE MAJEURE.

Subject to the terms and conditions of this Lease and specifically excluding the obligation to pay Rent as provided for herein, if an event of force majeure has occurred, the non-performing party shall be excused from further performance or observance of its obligations under this Lease which are so affected for as long as such circumstances prevail and such party continues to use its reasonable efforts to recommence performance or observance as soon as possible and to whatever extent possible without delay. The non-performing party shall immediately notify the party to whom performance is due and describe at a reasonable level of detail the circumstances causing such Event of Default or delay.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

BASE, Inc. an Oklahoma corporation

By: _____

Name: J. Scott Dickman

Title: President

**TULSA BASE RAILROAD, LLC,
an Oklahoma limited liability company**

By: _____

Name: Mark Russell ("Rusty") Turpin, Jr.

Title: Manager

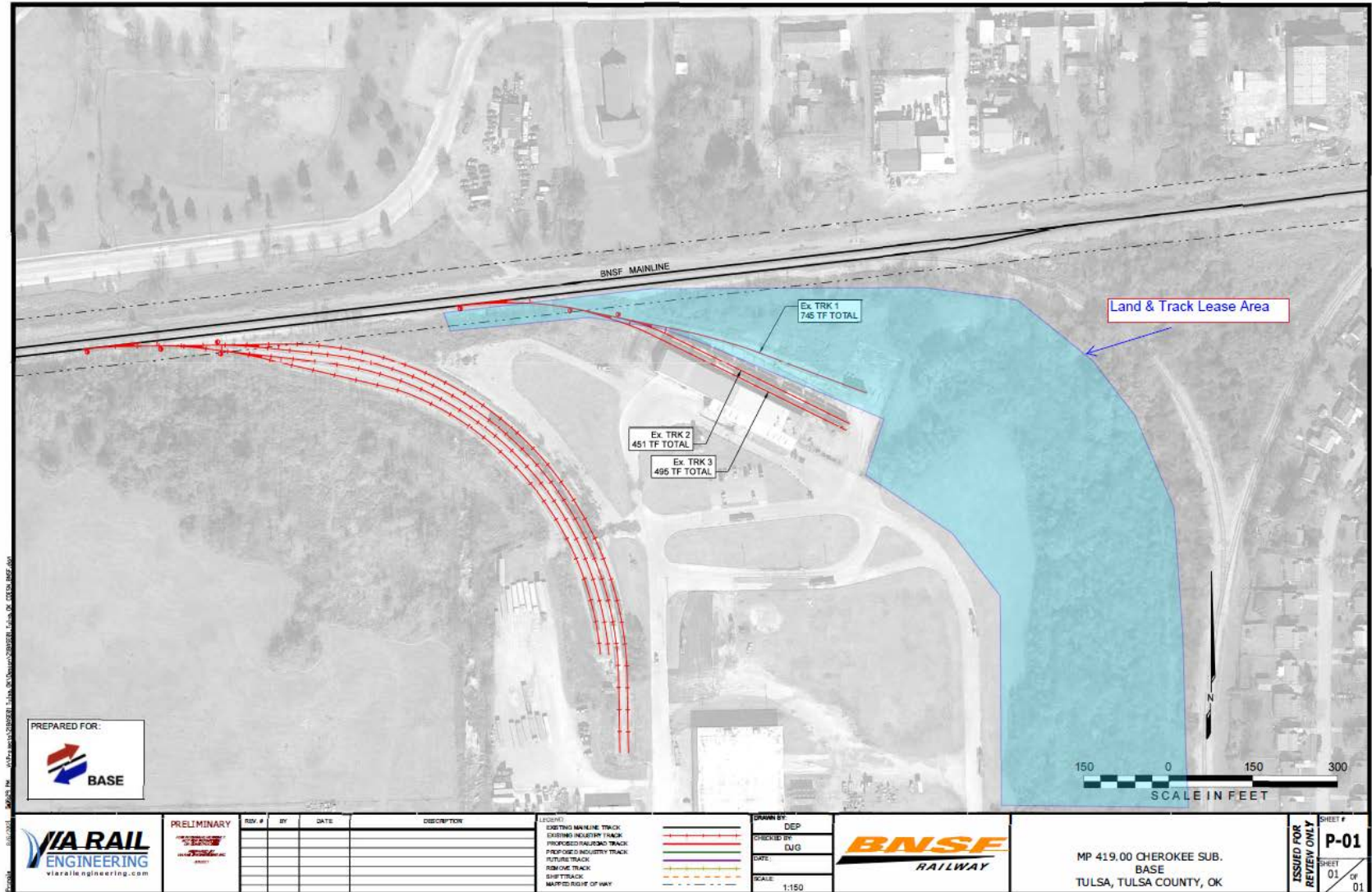
BEFORE THE
SURFACE TRANSPORTATION BOARD

FD 36536

TULSA BASE RAILROAD, L.L.C.
— LEASE AND OPERATION EXEMPTION —
BASE, INC.

EXHIBIT B

MAP



BEFORE THE
SURFACE TRANSPORTATION BOARD

FD 36536

TULSA BASE RAILROAD, L.L.C.
— LEASE AND OPERATION EXEMPTION —
BASE, INC.

EXHIBIT C

CAPTION SUMMARY

SURFACE TRANSPORTATION BOARD

NOTICE OF EXEMPTION

FD 36536

TULSA BASE RAILROAD, L.L.C.
—ACQUISITION EXEMPTION—
BASE, INC.

Tulsa Base Railroad, L.L.C. (“TBR”), a non-carrier, has filed a Verified Notice of Exemption to lease from Base, Inc. (“Base”) and to operate approximately 745 feet of track in Tulsa, Oklahoma, extending south from the point-of-switch with BNSF Railway Company (“BNSF”) at BNSF Milepost 419.05. The Line is owned by BNSF and leased to Base.

TBR expects to consummate the subject transaction and commence operations on the Line on or after September 16, 2021.

Comments must be filed with the Board and served on:

Bradon J. Smith
Fletcher & Sippel LLC
29 North Wacker Drive
Suite 800
Chicago, Illinois 60606-2832
(312) 252-1500

This Notice is filed under 49 C.F.R. § 1150.31. If the Notice contains false or misleading information, the exemption is void ab initio. Petitions to revoke the exemption under 49 U.S.C. § 10502(d) may be filed at any time. The filing of a petition to revoke will not automatically stay the transaction.

Dated: August 17, 2021

CERTIFICATION AND VERIFICATION

I, J. Scott Dickman, hereby certify and verify under penalty of perjury as follows:

1. I am the manager of the Tulsa Base Railroad L.L.C ("TBR") authorized to execute this document on the part of TBR
2. The annual rail revenues of TBR are not expected to exceed \$5 million, and will not result in TBR becoming a Class I or II rail carrier under the thresholds set forth at 49 C.F.R. § 1201 (11).
3. I have read the foregoing Notice of Exemption and know that the facts stated herein are true.

Dated: August 16 2021



J. Scott Dickman