

**FT NTZR 8007-B
(Cancels FT NTZR 8007-A)**

NATCHEZ RAILWAY LLC

FREIGHT TARIFF NTZR 8007-B

(Cancels Freight Tariff NTZR 8007-A)

**CONTAINING
LOCAL RATES,
RULES, REGULATIONS AND CHARGES
GOVERNING
SWITCHING, DEMURRAGE AND WEIGHING
ALSO
MISCELLANEOUS RULES AND CHARGES
APPLYING FROM, TO, BETWEEN
AND AT
STATIONS ON THE
NATCHEZ RAILWAY LLC**

LOCAL TARIFF

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

ISSUED: September 11, 2013

EFFECTIVE: October 1, 2013

ISSUED BY

Michael Van Wagenen
Executive Vice President
Natchez Railway, LLC
1505 Redwood Road
Salt Lake City, UT 84104

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<p>Freight Tariff NTZR 8007-B cancels Freight Tariff NTZR 8007-A, as supplemented, in its entirety.</p> <p>Provisions formerly shown in Freight Tariff NTZR 8007-A and not brought forward in Freight Tariff NTZR 8007-B are hereby canceled.</p>		<table border="1"> <thead> <tr> <th>DESCRIPTION</th> <th>ITEM</th> </tr> </thead> <tbody> <tr><td>Moving Cars to and from Storage.....</td><td>805</td></tr> <tr><td>Notification to Carrier.....</td><td>730</td></tr> <tr><td>Order Notify Shipments, etc., Non-Application..</td><td>250</td></tr> <tr><td>Overloaded Cars.....</td><td>210</td></tr> <tr><td>Payment and Credit Terms.....</td><td>60</td></tr> <tr><td>Payment of Charges, Extension of Credit.....</td><td>75</td></tr> <tr><td>Reference to Tariffs, Items, etc.....</td><td>20</td></tr> <tr><td>Rule 11 Rates.....</td><td>600-610</td></tr> <tr><td>Use of Special Equipment, Charges for.....</td><td>290</td></tr> <tr><td>Security Deposits for Payment of Transportation, Accessorial Charges And Surcharges.....</td><td>70</td></tr> <tr><td>Station Lists and Conditions.....</td><td>10</td></tr> <tr><td>Storage Rules and Charges.....</td><td>800</td></tr> <tr><td>Switching: From Private Side Tracks to Hold Tracks.....</td><td>270</td></tr> <tr><td>Intra-Plant, Charges for.....</td><td>330</td></tr> <tr><td>Intra-Plant, Definition of</td><td>200</td></tr> <tr><td>Intra-Terminal, Charges for.....</td><td>330</td></tr> <tr><td>Intra-Terminal, Definition of.....</td><td>200</td></tr> <tr><td>Locomotives on Own Wheels, but not under Own Power.....</td><td>300</td></tr> <tr><td>Special Switching: In Other than Normal Service, etc.....</td><td>275</td></tr> <tr><td>Due to Excess Dimensions or Weight.....</td><td>280</td></tr> <tr><td>Switching from Constructive Placement.....</td><td>720</td></tr> <tr><td>Turning of Cars to Permit Unloading.....</td><td>320</td></tr> </tbody> </table>		DESCRIPTION	ITEM	Moving Cars to and from Storage.....	805	Notification to Carrier.....	730	Order Notify Shipments, etc., Non-Application..	250	Overloaded Cars.....	210	Payment and Credit Terms.....	60	Payment of Charges, Extension of Credit.....	75	Reference to Tariffs, Items, etc.....	20	Rule 11 Rates.....	600-610	Use of Special Equipment, Charges for.....	290	Security Deposits for Payment of Transportation, Accessorial Charges And Surcharges.....	70	Station Lists and Conditions.....	10	Storage Rules and Charges.....	800	Switching: From Private Side Tracks to Hold Tracks.....	270	Intra-Plant, Charges for.....	330	Intra-Plant, Definition of	200	Intra-Terminal, Charges for.....	330	Intra-Terminal, Definition of.....	200	Locomotives on Own Wheels, but not under Own Power.....	300	Special Switching: In Other than Normal Service, etc.....	275	Due to Excess Dimensions or Weight.....	280	Switching from Constructive Placement.....	720	Turning of Cars to Permit Unloading.....	320
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<p>RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - GENERAL</p>	<p>RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - GENERAL</p>
<p>ITEM 5</p> <p>DESCRIPTION OF GOVERNING CLASSIFICATION</p> <p>The terms "Governing Classifications" and "Uniform Freight Classification" when used herein, mean: Uniform Freight Classification 6000-Series, issued by National Railroad Freight Committee, Agent.</p>	<p>ITEM 40</p> <p>METHOD OF CANCELLING ITEMS</p> <p>As this tariff is supplemented, numbered items with letter suffixes cancel correspondingly numbered items in the original tariff or in a prior supplement. Letter suffixes will be used in alphabetical sequence starting with A.</p> <p>Example-Item 5-A cancels Item 5 and Item 10-B cancels Item 10-A in a prior supplement, which in turn, cancelled Item 10.</p>
<p>ITEM 10</p> <p>STATION LISTS AND CONDITIONS</p> <p>This tariff is governed by Official Railroad Station List OPSL 6000-Series, Railinc, Agent, to the extent shown below:</p> <p>PREPAY REQUIREMENTS AND STATION CONDITIONS</p> <p>(a) For additions and abandonments of stations, and except as otherwise shown herein, for prepay requirements, changes in names of stations, restrictions as to acceptance or delivery of freight, and changes in station facilities.</p> <p>When a station is abandoned as of a date specified in the above named tariff, the rates from and to such station as published in this tariff is inapplicable on and after that date.</p> <p>GEOGRAPHICAL LIST OF STATIONS</p> <p>(b) For geographical locations of stations referred to in this tariff by station numbers.</p> <p>STATION NUMBERS</p> <p>(c) For the identification of stations when stations are shown or referred to by numbers in this tariff.</p>	
<p>ITEM 20</p> <p>REFERENCE TO TARIFFS, ITEMS, NOTES, RULES, ETC.</p> <p>Where reference is made in this tariff to tariffs, items, notes, rules, etc., such references are continuous and include supplements to and successive issues of such tariffs and reissues of such items, notes, rules, etc.</p>	
<p>ITEM 30</p> <p>CONSECUTIVE NUMBERS</p> <p>Where consecutive numbers are represented in this tariff by the first and last numbers connected by the word "to" or a hyphen, they will be understood to include both of the numbers shown.</p> <p>If the first number only bears a reference mark, such reference mark also applies to the last numbers shown and to all numbers between the first and last numbers.</p>	
<p>For explanation of terms and explanation of abbreviations and reference marks, see Item 99999, this tariff.</p>	

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<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>
<p>ITEM 50 [A]</p> <p align="center">MILEAGE CHARGES ON PRIVATE CARS</p> <p>The Carrier will not pay mileage charges on privately owned cars when moving from, to or via stations on the Carrier road.</p>	<p>ITEM 70 [A]</p> <p align="center">SECURITY DEPOSITS FOR PAYMENT OF TRANSPORTATION, ACCESSORIAL CHARGES, AND/OR SURCHARGES</p> <p>A Security Deposit against any transportation, accessorial charges, and/or surcharges that may accrue will be required from every Consignor, Consignee, or agent thereof who has not been approved for credit by the Carrier; or has failed to maintain a current status on payment of transportation, accessorial charges and/or surcharges.</p>
<p>ITEM 60 [A]</p> <p align="center">PAYMENT AND CREDIT TERMS</p> <p>All charges under this tariff must be prepaid, unless satisfactory arrangements with the Carrier have been made prior to performance of service.</p> <p>Charges for services rendered under terms of this tariff will accrue against the customer located on the Carrier or against the responsible rail carrier involved, unless arrangements to the contrary have been made with the Carrier prior to performance of service.</p> <p>All payments for services covered herein are due and payable within fifteen (15) days following the invoice date. Payments received after expiration of the credit period shall be subject to a service charge of one and one-half percent (1 ½%) per month on the delinquent balance.</p>	<p>A deposit for each car shall be in the minimum amount of \$1300.00 or up to the maximum amount of charges that accrued on any one car during the preceding twelve (12) months. The deposit must be paid before any freight car is delivered to such Consignor, Consignee, or agent thereof for Loading or Unloading. A deposit on one unit of equipment is not transferable to another.</p> <p>In the event a Consignor, Consignee or agent thereof has multiple carloads for Loading or Unloading, the total amount required to be deposited will be either \$1300.00 per car or \$25,000.00, whichever is less.</p> <p>Once the Consignor, Consignee, or agent thereof has established credit with Carrier, or has paid all outstanding charges and has given assurance to the satisfaction of the Carrier that future charges will be paid timely, the Carrier will refund the balance of the deposit to the Consignor, Consignee, or agent thereof in the month following said satisfaction after deducting any and all unpaid charges.</p>
<p>ITEM 65 [A]</p> <p align="center">APPLICATION FOR CREDIT</p> <p>All Consignors, Consignees or agents thereof conducting business with the Carrier, or on the Carrier's property, will be required to apply for credit with the Carrier.</p> <p>All railroads, except Class 1 rail carriers, shall be required to establish credit with the Carrier.</p> <p>All extensions of Credit will be determined by the Carrier.</p> <p>Application for credit must be submitted on NTZR "Application for Credit Form", along with "Personal Guarantee Form" provided on the last pages of this tariff via email to: AVickers@akrailroad.com</p>	<p>In the event a Consignor, Consignee or agent thereof has multiple carloads for Loading or Unloading, the total amount required to be deposited will be either \$1300.00 per car or \$25,000.00, whichever is less.</p> <p>Once the Consignor, Consignee, or agent thereof has established credit with Carrier, or has paid all outstanding charges and has given assurance to the satisfaction of the Carrier that future charges will be paid timely, the Carrier will refund the balance of the deposit to the Consignor, Consignee, or agent thereof in the month following said satisfaction after deducting any and all unpaid charges.</p> <p>Security deposits will no longer be required after the Consignor, Consignee, or agent has:</p> <ul style="list-style-type: none"> A. Been approved for credit by Carrier, or B. Paid all outstanding charges and has given assurance to the satisfaction of the Carrier that future charges will be paid within the time prescribed.
<p>For explanation of terms and explanation of abbreviations and reference marks, see Item 99999, this tariff.</p>	

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<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>
<p>ITEM 75 [A]</p> <p align="center">PAYMENT OF CHARGES EXTENSION OF CREDIT</p> <p>Customers not on credit must pay freight and other accrued transportation charges prior to transportation of a shipment if it is tendered "prepaid" and prior to placement of a shipment if it is tendered "collect".</p> <p>Freight and other accrued transportation charges may not be offset by overcharge, freight damage or other claims.</p> <p>The Carrier reserves the right to cancel the credit of any party and place the responsible party (Consignee, Consignor, or other billed party) on a cash basis.</p>	<p>ITEM 90 [A]</p> <p align="center">LOSS AND DAMAGE LIABILITY OF CARRIER</p> <p>The Carrier shall be liable for claims only if Carrier's negligence is shown by the claimant to be the proximate cause of the loss or damage. The Carrier's liability for shortage of goods shall be conditioned upon evidence of unauthorized entry into the rail car while the same is in the possession of the Carrier.</p> <p>Carrier shall not be liable for special or consequential damages, including market decline claims, products deterioration, or other such claims based on delay in transportation, nor shall Carrier be liable for punitive damages or attorney fees. Carrier shall not be liable for claims arising out of faulty or defective equipment.</p> <p>Carrier's liability for damages or shortages is contingent upon Carrier or its agent receiving immediate notification of all noted visible damages and/or shortages discovered during the unloading of a rail car. Damage or shortages discovered other than between 8:00 AM and 5:00 PM Monday through Friday, are subject to reporting no later than 24 hours following unloading from rail car. Saturdays, Sundays, and Holidays, excluded. Concealed damage must be reported immediately upon discovery and made available for inspection at point of delivery.</p>
<p>ITEM 80 [A]</p> <p align="center">LOADING AND UNLOADING</p> <p>Consignors must load all cars in accordance with the Association of American Railroad's Circular 42 Series and appropriate AAR commodity loading publications and revisions thereof, or as approved by the Carrier. All unused securement devices must be returned to and stored in the same car from which removed, and devices must be secured. To inquire about loading and unloading requirement, contact the Carrier's sales office.</p>	<p>ITEM 100</p> <p align="center">DEMURRAGE AND CAR SERVICE REGULATIONS AND CHARGES</p> <p>Demurrage and car service regulations and charges will apply in addition to the charges shown in this tariff.</p> <p>EXCEPTION - Where switching service is performed on traffic moving under line-haul rates which are subject to special detention charges and rules, the switching charges provided in this tariff will be subject to the same detention charges and rules as applicable in connection with the line-haul rates.</p>
<p>ITEM 85 [A]</p> <p align="center">MAXIMUM GROSS WEIGHT (CAR AND LADING) ON RAILS OF NTZR</p> <p>Maximum Gross Weight (Car and Lading) on rails of the NTZR is 263,000 lbs. Clearance for weights in excess of 263,000 lbs. must be obtain in writing from the NTZR.</p>	
<p>For explanation of terms and explanation of abbreviations and reference marks, see Item 99999, this tariff.</p>	

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RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - UNLIMITED				RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - LIMITED			
ITEM 105				ITEM 105 (Cont'd)			
FUEL SURCHARGE				FUEL SURCHARGE			
<p>APPLICATION: Applicable on (1) regulated and exempt traffic moving on local and proportional rates contained in this tariff, and (2) regulated and exempt traffic moving on line-haul rates under pricing documents (tariffs, contracts, quotes, etc.) making reference to this item.</p> <p>In the event that the monthly average price per gallon of highway diesel fuel (as determined below, the "HDF Average Price") equals or exceeds 200.0 cents, the NTZR reserves the right to apply a mileage-based fuel surcharge (MBFSC) to the rates and charges as described above.</p> <p>If this right is exercised, the mileage based fuel surcharge will be applied to each qualifying movement on or after the first (1st) day of the second (2nd) calendar month following the calendar month of a given HDF Average Price determination.</p> <p>The "HDF Average Price" for a month will be the average price for that month of U.S. No. 2 Diesel Retail Sales by All Sellers, as determined and published by the U. S. Department of Energy, Energy Information Administration ("DOE-EIA"). That average price will, in calculating the HDF Average Price, be rounded to the nearest 1/10 of a cent. The fuel surcharge will be 1 cent per mile per railcar for every 4¢ per gallon, or portion thereof, by which the HDF Average Price for the calendar month two months prior to the calendar month of shipment exceeds 199.9 cents.</p> <p>If DOE-EIA ceases publication of the above information, NTZR will employ a suitable substitute source of price or measure. The mileage to be applied in calculating the fuel surcharge will be based on rail miles.</p> <p>The following table reflects a sampling of the fuel surcharge within the included HDF Average Price ranges.</p>				<p>The following table reflects a sampling of the fuel surcharge within the included HDF Average Price ranges (Cont'd)</p>			
HDF Average Price Cents Per Gallon	Cents Per Mile	HDF Average Price Cents Per Gallon	Cents Per Mile	HDF Average Price Cents Per Gallon	Cents Per Mile	HDF Average Price Cents Per Gallon	Cents Per Mile
0 - 199.9	0	236.0 - 239.9	10	276.0 - 279.9	20	392.0 - 395.9	49
200.0 - 203.9	1	240.0 - 243.9	11	280.0 - 283.9	21	396.0 - 399.9	50
204.0 - 207.9	2	244.0 - 247.9	12	284.0 - 287.9	22	400.0 - 403.9	51
208.0 - 211.9	3	248.0 - 251.9	13	288.0 - 291.9	23	404.0 - 407.9	52
212.0 - 215.9	4	252.0 - 255.9	14	292.0 - 295.9	24	408.0 - 411.9	53
216.0 - 219.9	5	256.0 - 259.9	15	296.0 - 299.9	25	412.0 - 415.9	54
220.0 - 223.9	6	260.0 - 263.9	16	300.0 - 303.9	26	416.0 - 419.9	55
224.0 - 227.9	7	264.0 - 267.9	17	304.0 - 307.9	27	420.0 - 423.9	56
228.0 - 231.9	8	268.0 - 271.9	18	308.0 - 311.9	28	424.0 - 427.9	57
232.0 - 235.9	9	272.0 - 275.9	19	312.0 - 315.9	29	428.0 - 431.9	58
(Continued in next column)				316.0 - 319.9	30	432.0 - 435.9	59
				320.0 - 323.9	31	436.0 - 439.9	60
				324.0 - 327.9	32	440.0 - 443.9	61
				328.0 - 331.9	33	444.0 - 447.9	62
				332.0 - 335.9	34	448.0 - 451.9	63
				336.0 - 339.9	35	452.0 - 455.9	64
				340.0 - 343.9	36	456.0 - 459.9	65
				344.0 - 347.9	37	460.0 - 463.9	66
				348.0 - 351.9	38	464.0 - 467.9	67
				352.0 - 355.9	39	468.0 - 471.9	68
				356.0 - 359.9	40	472.0 - 475.9	69
				360.0 - 363.9	41	476.0 - 479.9	70
				364.0 - 367.9	42	480.0 - 483.9	71
				368.0 - 371.9	43	484.0 - 487.9	72
				372.0 - 375.9	44	488.0 - 491.9	73
				376.0 - 379.9	45	492.0 - 495.9	74
				380.0 - 383.9	46	496.0 - 499.9	75
				384.0 - 387.9	47	Above 499.9	See Below
				388.0 - 391.9	48		
				The fuel surcharge will be 75¢ per mile plus 1¢ per mile for every 4¢ per gallon, or portion thereof, by which the HDF Average Price exceeds 499.9 cents.			
For explanation of terms and explanation of abbreviations and reference marks, see Item 99999, this tariff.							

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SECTION 1 SWITCHING AND MISCELLANEOUS RULES AND CHARGES	SECTION 1 SWITCHING AND MISCELLANEOUS RULES AND CHARGES
<p>ITEM 110</p> <p align="center">CARS FURNISHED BUT NOT USED</p> <p>Except as otherwise provided in lawfully published tariffs, when an empty car is (1) actually placed or constructively placed for loading, but is not used in subsequent transportation service and is released empty, a charge of \$250.00 per car in addition to applicable demurrage charges will be made against the party ordering but not using the equipment.</p> <p>EXCEPTION-This charge will not apply when cars are refused or rejected on account of valid claim of not being in proper condition for loading.</p> <p>(1) The term actually placed or constructively placed as used herein is defined in Section 7 of this tariff.</p>	<p>ITEM 200</p> <p align="center">DEFINITION OF INTRA-PLANT AND INTRA-TERMINAL SWITCHING</p> <p align="center">INTRA-PLANT</p> <p>A switching movement from one location to another location within the confines of an industry located on the NTZR.</p> <p align="center">INTRA-TERMINAL</p> <p>A switching movement (other than intra-plant) from one location to another on the NTZR, within the switching limits of one station or industrial switching district</p>
<p>ITEM 120</p> <p align="center">CHARGES ON CARS RECEIVED WITHOUT BILLING, OR WITH IMPROPER BILLING AT INTERCHANGE POINTS</p> <p>When cars empty or load are received at an interchange point by a carrier from its connection without proper billing (see Note), such cars will, upon the request of the delivering carrier, be returned, subject to a charge of \$200.00 per car for returning the loaded or empty car to the connections of the carrier making the request. Intermediate switch charge, where applicable, will also apply</p> <p>NOTE - When instructions are not received within twenty-four (24) hours from time of receipt of car at connection, a hold charge of \$100.00 per car will be assessed thereafter for each twenty-four (24) hours or fraction thereof until instructions or billing is received.</p>	<p>ITEM 210</p> <p align="center">OVERLOAD CARS</p> <p>NTZR will not accept cars that are loaded in excess of load limit markings. When a car is found to be loaded in excess if its stenciled load limit while in route but before placement, it will be placed at or near location where overload is discovered and consignor requested to arrange for disposition, or at carriers' convenience it may be returned to the shipper for removal of the excess weight. For the extra service performed, the switching charge will be assessed which includes weighing. The regular switching charge will be in addition.</p>
<p>ITEM 125</p> <p>[1]</p> <p align="center">CARS INTERCHANGED IN ERROR</p> <p>When cars are delivered in interchange in error to NTZR, a charge of \$300.00 per car will be assessed against the railroad delivering such car.</p>	<p>ITEM 220</p> <p align="center">FURNISHING CARS</p> <p>NTZR will not undertake furnishing cars of any particular type, size or dimension when to be used in intra-plant, intra-terminal or inter-terminal switching.</p>
<p>For explanation of terms and explanation of abbreviations and reference marks, see Item 99999, this tariff.</p>	

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SECTION 1 SWITCHING AND MISCELLANEOUS RULES AND CHARGES	SECTION 1 SWITCHING AND MISCELLANEOUS RULES AND CHARGES
<p>ITEM 250</p> <p align="center">NON-APPLICATION ON "ORDER NOTIFY," ETC., SHIPMENTS</p> <p>Intra-plant, Intra-terminal or Inter-terminal switching service provided for herein will not be performed on shipments moving under order notify bills of lading or under straight bills of lading (including shipments consigned to one party, notify or advise another party) which carry a provision (see Section 4, Rule 7 of Uniform Freight Classification) (See Item 5), requiring the surrender of bill of lading, written order, or other document before making delivery.</p>	<p>ITEM 275</p> <p align="center">SPECIAL SWITCHING SERVICE</p> <p>Special Switching Service is a movement in other than normal service at the specific request of the shipper or consignee, or as may be required due to other conditions not permitted in normal operations.</p> <p>The charge for special switching service will be a minimum of \$1000.00 for the first four hours, plus \$250.00 for each additional hour or fraction thereof over four (4) hours but not exceeding eight (8) hour per occurrence, and will be in addition to all other charges associated with the movement.</p> <p>The time for the purposes of these charges is to be calculated from the time the crew goes on duty until the crew goes off duty.</p> <p>(The railroad reserves the right to restrict or modify any request for special switching service.)</p>
<p>ITEM 260</p> <p align="center">CHARGES FOR CARS OF FOUR (4) AND MORE THAN FOUR (4) AXLES</p> <p>(a) Charges for intra-plant or intra-terminal switching at points on these lines will be confined in cars having no more than four (4) axles.</p> <p>(b) When cars with more than four (4) axles are found in intra-plant, intra-terminal, or inter-terminal service, the charges for such service will be 200% of that shown herein for the same service application on cars with four (4) axles.</p>	<p>ITEM 280</p> <p align="center">SPECIAL SWITCHING SERVICE (Not subject to Item 260)</p> <p>When a switching movement cannot be handled in regular train operation because of excess dimensions or weight, additional charge for special handling will be \$1000.00 per car. This charge will be in addition to any other charge applicable to the movement.</p>
<p>ITEM 270</p> <p align="center">SWITCHING FROM PRIVATE SIDE TRACKS TO HOLD TRACKS</p> <p>The intra-terminal or inter-terminal switching charges in this section will apply on cars moved to hold or team tracks when billed to a consignee in care of freight agent at point where loaded.</p>	<p>ITEM 285</p> <p align="center">CARS UNABLE TO BE PLACED AT INTERCHANGE DUE TO CN NOT MAKING INTERCHANGE TRACKS AVAILABLE</p> <p>When NTZR brings cars for interchange with CN and tracks are not available for such interchange, NTZR will be entitled to charge the respective carrier without tracks available \$50.00 per day for each car being held for storage and no car hire will be assessed for such cars. When interchange is available, NTZR will also charge the respective carrier \$1000.00 for a special switch as defined in Item 280.</p>
<p>For explanation of terms and explanation of abbreviations and reference marks, see Item 99999, this tariff.</p>	

<p align="center">SECTION 1 SWITCHING AND MISCELLANEOUS RULES AND CHARGES</p>	<p align="center">SECTION 1 SWITCHING AND MISCELLANEOUS RULES AND CHARGES</p>												
<p>ITEM 290</p> <p align="center">CHARGE FOR USE OF SPECIAL EQUIPMENT</p> <p>NTZR will not furnish cars that are other than ordinary equipment for use in intra-plant, intra-terminal or inter-terminal switching service. In the event other than ordinary equipment is used, an additional charge of \$350.00 will be assessed. On joint-line movements, this charge will be assessed only once (see Exception).</p> <p>ORDINARY EQUIPMENT MEANS:</p> <ol style="list-style-type: none"> (1) XM boxcars not exceeding 52 feet in length, inside measurement. (2) FM flatcars, not over 54 feet in length and having capacity not over 180,000 pounds. (3) Gondola cars having marked capacity not greater than 180,000 pounds, but not including gondola cars of any length equipped with covers, hoods, containers or cradle floors. (4) Open-top hopper cars not exceeding 43 feet in length, inside measurement, and having marked capacity not exceeding 180,000 pounds. (5) Shipper owned or leased cars. <p>EXCEPTION-Provisions of this item do not apply on a movement immediately prior or subsequent to a revenue line-haul movement and notation so stating is made by shipper on shipping document.</p>	<p>ITEM 310</p> <p align="center">CHARGE FOR HEAVY DUTY FLAT CARS</p> <p>When heavy-duty flat cars as defined in Tariff RIC 6740-Series are used on shipments both originating and terminating within the same switching district, the following charges will be assessed:</p> <p align="center"><u>USE CHARGE</u></p> <p>\$1,500.00 per car switching movement (not subject to any other switching charges published in this tariff).</p> <p align="center"><u>SPECIAL DETENTION CHARGES</u></p> <p>When cars are held beyond the Free Time permitted in Section 5 of this tariff, charges therein will be assessed and in addition the following detention charges will be assessed for each twenty-four (24) hour period or fraction thereof beyond the authorized free time:</p> <p align="center"><u>CHARGES IN DOLLARS PER CAR</u></p> <table border="0"> <tr> <td>1ST 24 hours</td> <td>\$200.00</td> </tr> <tr> <td>2nd 24 hours</td> <td>\$250.00</td> </tr> <tr> <td>3rd 24 hours</td> <td>\$300.00</td> </tr> <tr> <td>4th 24 hours</td> <td>\$350.00</td> </tr> <tr> <td>5th 24 hours</td> <td>\$400.00</td> </tr> <tr> <td>6th 24 hours and each Subsequent 24 hours</td> <td>\$500.00</td> </tr> </table> <p align="center"><u>NON-USE CHARGE</u></p> <p>When car is ordered, placed and released back to NTZR without being used in transportation service, a charge of \$600.00 per car will be assessed and will be in addition to any detention charges that may accrue.</p>	1 ST 24 hours	\$200.00	2 nd 24 hours	\$250.00	3 rd 24 hours	\$300.00	4 th 24 hours	\$350.00	5 th 24 hours	\$400.00	6 th 24 hours and each Subsequent 24 hours	\$500.00
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<p>ITEM 300</p> <p align="center">SWITCHING OF LOCOMOTIVES ON OWN WHEELS, BUT NOT UNDER OWN POWER</p> <p>Locomotives moving on own wheels, but not under own power, when moved from one location to another location within the same switching district, will be assessed a charge of \$1500.00. If the locomotive is moved for turning, the charge will be applied in each direction.</p>													
<p>For explanation of terms and explanation of abbreviations and reference marks, see Item 99999, this tariff.</p>													

<p align="center">SECTION 1 SWITCHING AND MISCELLANEOUS RULES AND CHARGES</p>	<p align="center">SECTION 1 SWITCHING AND MISCELLANEOUS RULES AND CHARGES</p>
<p>ITEM 320</p> <p align="center">TURNING OF CARS TO PERMIT UNLOADING</p> <p align="center">PART 1</p> <p>Applicable only on cars loaded and unloaded within the switching limits of the station (including adjacent or contiguous switching of industrial districts) involved.</p> <p>(A) Except as provided in Paragraph (B), orders calling for placement of cars for unloading from a particular side or end will not be accepted when moving in intra-plant, intra-terminal or inter-terminal service.</p> <p>(B) Upon request of shipper for a car moving in intra-terminal switching service to be placed for unloading from a particular side or end, the NTZR will perform such service at a charge of \$200.00 per car, which will be in addition to the applicable switching and special equipment penalty charge (See Note 1).</p> <p>NOTE 1 - Applicable only where WYE is located within the switching limits of the station (including adjacent or contiguous switching or industrial districts where intra-terminal switching charges are in effect) involved.</p> <p align="center">PART 2</p> <p>1. In instances where it is desired that freight in carloads be placed on delivery tracks for loading or unloading at stop-off points or destination from one particular side or end of car, cars must be properly placarded on both sides and notation made on Bill of Lading and waybill subsequently as follows:</p> <p>Deliver car for unloading from the door or end specified by placard.</p> <p>2. On freight in carloads, not properly placarded on both sides of car to unload from one particular side or end of car which shipper or consignee, after initial placement of car, directs carrier to turn and return to the same track for unloading from opposite side or end of car, the following shall apply:</p> <p align="center">CHARGES (See Note 2)</p> <p>(a) If the car is turned at a WYE or a turntable within the confines of an industry, apply published intra-plant switching charges, but in no case less than \$200.00.</p> <p>(b) If the car is turned at a WYE or a turntable within the same switching district, but outside the confines of the industry, \$200.00.</p> <p>(c) If the car must be moved to a WYE or a turntable located outside the switching district and the roundtrip distance to and from the WYE or the turntable is 100 miles or less, \$5000.00. [I]</p> <p>NOTE 2 - If Bill of Lading carries a notation that car has been placarded and placard has disappeared before placement, the charge named therein will not apply.</p>	<p>ITEM 330 [I]</p> <p align="center">CHARGES FOR INTRA-PLANT AND INTRA-TERMINAL SWITCHING</p> <p>Except as otherwise provided herein, NTZR will assess the following charges in dollars per car for switching service as defined in Item 200.</p> <p align="center">INTRA-PLANT</p> <p align="center">\$350.00</p> <p align="center">INTRA-TERMINAL</p> <p>When Shipper Owned or Leased Equipment = \$350.00 When in other than Shippers Equipment = \$350.00</p> <hr/> <p>ITEM 350</p> <p align="center">INTERCHANGES</p> <p>NTZR has the following interchanges with CN:</p> <p>CN - Brookhaven</p>
<p>For explanation of terms and explanation of abbreviations and reference marks, see Item 99999, this tariff.</p>	

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SECTION 2 LOCAL RATES (Rates in dollars and cents per car, except as noted)	SECTION 3 RULE 11 RATES (Rates in dollars and cents per car, except as noted)																				
<p>ITEM 500 [C]</p> <p align="center">LOCAL RATES</p> <p>Carrier to be contacted for rates to apply on local movements.</p>	<p>ITEM 600</p> <p>COMMODITY: Freight, all kinds, except as provided for in Item 610.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:25%;">FROM</th> <th style="width:25%;">TO</th> <th style="width:25%;">RATE</th> <th style="width:25%;">ROUTE</th> </tr> </thead> <tbody> <tr> <td>Brookhaven, MS</td> <td>NTZR Stations</td> <td>(a) \$1250.00</td> <td>1</td> </tr> <tr> <td>NTZR Stations</td> <td>Brookhaven, MS</td> <td>(b) \$1250.00</td> <td>1</td> </tr> </tbody> </table> <p>(a) - Applicable on traffic when "From beyond" via CN, subject to AAR Accounting Rule 11.</p> <p>(b) - Applicable on traffic when "For beyond" via CN, subject to AAR Accounting Rule 11.</p> <p>Explanation of Route: 1 - NTZR direct.</p>	FROM	TO	RATE	ROUTE	Brookhaven, MS	NTZR Stations	(a) \$1250.00	1	NTZR Stations	Brookhaven, MS	(b) \$1250.00	1								
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	<p>ITEM 610</p> <p>COMMODITY: Railway cars, empty, moving on own wheels</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:25%;">FROM</th> <th style="width:25%;">TO</th> <th style="width:25%;">RATE</th> <th style="width:25%;">ROUTE</th> </tr> </thead> <tbody> <tr> <td>Brookhaven, MS</td> <td>Bude, MS</td> <td>(a) \$350.00</td> <td>1</td> </tr> <tr> <td>Bude, MS</td> <td>Brookhaven, MS</td> <td>(b) \$350.00</td> <td>1</td> </tr> <tr> <td>Brookhaven, MS</td> <td>Natchez, MS</td> <td>(a) \$350.00</td> <td>1</td> </tr> <tr> <td>Natchez, MS</td> <td>Brookhaven, MS</td> <td>(b) \$350.00</td> <td>1</td> </tr> </tbody> </table> <p>(a) - Applicable on traffic when "From beyond" via CN, subject to AAR Accounting Rule 11.</p> <p>(b) - Applicable on traffic when "For beyond" via CN, subject to AAR Accounting Rule 11.</p> <p>Explanation of Route: 1 - NTZR direct.</p>	FROM	TO	RATE	ROUTE	Brookhaven, MS	Bude, MS	(a) \$350.00	1	Bude, MS	Brookhaven, MS	(b) \$350.00	1	Brookhaven, MS	Natchez, MS	(a) \$350.00	1	Natchez, MS	Brookhaven, MS	(b) \$350.00	1
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<p align="center">SECTION 4 CAR DEMURRAGE RULES AND CHARGES</p>	<p align="center">SECTION 4 CAR DEMURRAGE RULES AND CHARGES</p>
<p>ITEM 700 [A]</p> <p align="center">DEMURRAGE TERMS</p> <p>For explanation of demurrage terms shown herein, see Section 7, Glossary of Terms and Definitions</p>	<p>ITEM 730 [A]</p> <p align="center">NOTIFICATION TO CARRIER</p> <p>A. Carrier must receive complete forwarding instructions by fax, email or EDI before a car will be considered released.</p> <p>B. When electronic or mechanical devices are used to furnish notification to the Carrier, the recorded date and time that the instructions are received will govern.</p>
<p>ITEM 705 [A]</p> <p align="center">DEMURRAGE PAYMENT AND CREDIT TERMS</p> <p>Unless otherwise advised in writing, in advance of accruing charges, demurrage charges will be assessed against the online consignor at origin or consignee at destination.</p> <p>When for reasons other than Carrier's error, consignor/consignee fails to pay assessed demurrage as provided in the Carrier's demurrage tariff, the Carrier may assess an additional charge equal to the greater of an amount not to exceed one and one-half percent (1 ½%) per month (or fraction thereof) of the outstanding balance.</p> <p>All payments are due and payable within 15 days following invoice date.</p>	<p>ITEM 740 [A]</p> <p align="center">FREE TIME</p> <p>A. Free time for each car will be:</p> <p style="padding-left: 40px;">Loading – 1 Day (24 hours) Unloading – 2 Days (48 hours)</p> <p>B. Time will be computed from actual or constructive placement, whichever comes first.</p> <p>C. On international, interstate and intrastate traffic for purposes of computing free time, Saturdays, Sundays and holidays will be included.</p>
<p>ITEM 710 [A]</p> <p align="center">RAILROAD ERROR</p> <p>A. If through railroad error, demurrage charges are assessed, demurrage will be adjusted to the amount that would have accrued if not for the error.</p> <p>B. Bunching and run-around of car(s) will not be considered as a railroad error.</p>	<p>ITEM 750 [A]</p> <p align="center">DEMURRAGE CHARGES</p> <p>The following charge will apply subsequent to free time allowed (Subject to Notes 1, 2, 3, 4 and 5):</p> <p style="padding-left: 40px;">On international, interstate and intrastate traffic:</p> <p style="padding-left: 80px;">\$100.00 per car per day.</p> <p>NOTE 1 - All days following free time will be subject to these charges.</p> <p>NOTE 2 - Reference herein to charges per day will also apply to fractions of a day.</p> <p>NOTE 3 - Not applicable on loaded or empty privately-owned cars on private tracks.</p> <p>NOTE 4 - Loaded or empty privately-owned cars which are first held on railroad tracks under constructive placement will be subject to demurrage charges provided for herein after expiration of free time (See Item 740) until such time car is placed on private tracks.</p> <p>NOTE 5 - Demurrage charges will be billed to consignee on inbound loaded cars and consignor on empty cars placed for loading unless other arrangements are made in writing prior to delivery.</p>
<p>ITEM 720 [A]</p> <p align="center">SWITCHING FROM CONSTRUCTIVE PLACEMENT</p> <p>Constructive Placement constitutes first delivery of a car for loading or unloading. Cars subsequently switched out of Constructive Placement status are subject to a switch charge of \$300.00 per car.</p>	
<p>For explanation of terms and explanation of abbreviations and reference marks, see Item 99999, this tariff.</p>	

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<p align="center">SECTION 5 STORAGE RULES AND CHARGES (Rates in dollars and cents per car, except as noted)</p>	<p align="center">SECTION 6 HAZARDOUS MATERIALS</p>
<p>ITEM 800</p> <p align="center">STORAGE</p> <p>The NTZR will store private tank cars, loaded or unloaded, upon its tracks, subject to storage charge of \$20.00 per car per 24 hour day, or fraction thereof, computed from time car is first stored until time car is released from storage tracks.</p> <p>NOTE - This NTZR does not assume liability beyond reasonable and ordinary care while cars are stored on storage tracks, or for loss or damage caused by an Act of God, vandalism or theft, nor will the NTZR be considered bailee. In the event full liability coverage is desired, cost of such coverage will be the responsibility of the customer or owner.</p>	<p>ITEM 900 [A]</p> <p align="center">HAZARDOUS MATERIALS</p> <ol style="list-style-type: none"> Hazardous materials are defined as "Hazardous Wastes" and "Hazardous Substances" as names in Hazardous Materials Regulations of the U.S. Department of Transportation in 40 Code of Federal Regulations (CFR) 260 through 263 and 49 CFR 171.8 or successor thereof. Explosives are defined as Class A, B, and C Explosives as named in Part 172, Commodity List, Tariff Bureau of Explosives (BOE) 6000-Series. 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. Carriers do not hold themselves out to provide storage of cars containing hazardous materials. For the purpose of the Tariff, the term "Loss" shall mean any loss, injury, or damage which arises out of transloading, unloading, transportation or disposition (including treatment, storage or disposal) of the Hazardous Materials, including but not limited to, loss or damage to property (including, without limitation, the property of either the parties hereto) or to natural resources; injury or death of any person or persons (including, without limitation, employees of Carrier); claims, liabilities, damages, fines or penalties; costs of containment, cleanup, response actions, removal actions, remedial actions, and health assessments, as these terms are defined by applicable federal, state or local laws and regulations; fees including, but not limited to, attorney, consultant, and expert witness fees; and costs of investigation. Shipper hereby agrees to indemnify and hold harmless Carrier, its officers, agents and employees, from and against any and all claims, demands, liabilities and lawsuits brought by any third party or governmental agency under any theory of law against Carrier seeking to hold Carrier liable for any Loss to the extent that the Loss is caused by Shipper's act or omission, or act or omission of Shipper's own customer or contractor, Shipper's violation of any law or regulation, Shipper's failure to accept delivery, or Shipper's breach of any other requirement including, but not limited to, Shipper's failure to provide proper identification of the Hazardous Materials to be transported, whether or not Shipper relied on other parties for said identification, unless Carrier's act or omission, violation of law or regulation, or breach of any requirement of this Tariff contributed to the Loss. <p align="right">(Continued on next page)</p>
<p>ITEM 805</p> <p align="center">MOVING CARS TO AND FROM STORAGE/HOLD TRACKS</p> <p>The NTZR will assess a charge of \$300.00 per car for moving cars to storage tracks, and \$300.00 per car for removing cars from storage tracks.</p>	
<p>For explanation of terms and explanation of abbreviations and reference marks, see Item 99999, this tariff.</p>	

<p align="center">SECTION 6 HAZARDOUS MATERIALS</p>	<p align="center">SECTION 7 GLOSSARY OF TERMS AND DEFINITIONS</p>
<p>ITEM 900 (Cont'd) [A]</p> <p align="center">HAZARDOUS MATERIALS</p> <p>5. Notwithstanding any provisions in this Item, Shipper hereby agrees to indemnify and hold harmless Carrier, its officers, agents, and employees from and against any claim for Loss, regardless of cause, resulting from an event that occurs subsequent to delivery to and acceptance of hazardous waste product by Shipper, another railroad, or contractor, or other transporter designated by Shipper, or an EPA licensed treatment, storage, or cleanup/disposal site operator designated by Shipper.</p> <p>6. Except to the extent Loss is within the scope of the indemnity in paragraphs (4), (5), (6) and (7) of this Tariff, in the event a Loss is caused by Shipper's and Carrier's joint and concurrent negligence, by a cause unknown, or by a third party not having a contractual relationship with either Shipper or Carrier, each party shall bear half of such Loss. This provision shall not affect the rights of either Shipper or Carrier to recover for said Loss from such third party.</p> <p>7. Notwithstanding any other provision in the Tariff, Shipper shall, regardless of the cause, be fully liable for and shall indemnify Carrier, its officers, agents, and employees against any Loss to the extent and only to the extent that such Loss or any portion of such Loss is attributable to the release or spill of a hazardous material which is not identified on the bill of lading or manifest.</p> <p>8. Notwithstanding any other provision in this Tariff, Shipper shall indemnify and hold harmless Carrier from and against any and all liability for Loss resulting from future use of or exposure to the equipment where such Loss arises from Shipper's failure or negligence in inspecting and/or decontaminating equipment prior to release of Carrier or delivering railroad or motor carrier.</p> <p>9. Knowledge on the part of one party of any violation of any terms of this Tariff by the other party shall constitute neither negligence nor acquiescence in such violation, and shall in no event relieve either party of any of the responsibilities and indemnity obligations assumed in this Tariff.</p> <p>10. References to Carrier and Shipper as used in this Tariff shall include the officers, agents and employees of Carrier and Shipper. Shipper and Carrier further agree that each and all of its indemnity commitments in this Tariff shall extend to and include the parent and all subsidiary and affiliated companies of Shipper and Carrier and their respective officers, agents, and employees.</p>	<p align="center">GLOSSARY OF TERMS AND DEFINITIONS</p> <p>For the purpose of applying rules in this tariff, the following are defined and shall govern:</p> <p>ACTUAL PLACEMENT – When a car(s) is placed in an accessible position for loading or unloading or, at a point designated by the consignor or consignee.</p> <p>ACCESSORIAL SERVICES - Services rendered such as demurrage, storage, switching, weighing, etc., which are in addition to the transportation service.</p> <p>CARRIER – The term "Carrier" as used herein means the Natchez Railway, LLC (NTZR)</p> <p>CONSIGNEE – The part to whom a shipment is consigned, or the party entitled to receive the shipment.</p> <p>CONSIGNOR – The party in whose name a car(s) is ordered; or the party who furnishes forwarding directions.</p> <p>CONSTRUCTIVE PLACEMENT – When a car consigned or ordered to a private tack cannot be actually placed because of a condition attributable to the consignor or consignee, such a car will be held at an available hold point and notice shall be sent or given the consignor that the car is held (naming the hold point of not held at designation) and that this railroad is unable to effect placement; however, if car is placed on the private track serving the consignor or consignee the car shall be considered constructively placed without notice.</p> <p>DEMURRAGE DAY – A twenty-four (24) hour period (calendar day), or part thereof, commencing 0001 after tender.</p> <p>DISPOSITION - Information, including forwarding instructions or release, that allows the railroad to either tender or release the car(s) from the consignor's or consignee's account.</p> <p>DIVERSION – An order provided by the consignor instructing that a car(s) be delivered to a location other than the one indicated on the original forwarding instructions.</p> <p>EMPTY CAR(S) ORDERED AND NOT USED - Empty car (s), placed for loading as ordered, and subsequently released without being used in transportation services.</p>
	<p align="center">(Continued on next page)</p>
<p>For explanation of terms and explanation of abbreviations and reference marks, see Item 99999, this tariff.</p>	

SECTION 7 GLOSSARY OF TERMS AND DEFINITIONS	SECTION 7 GLOSSARY OF TERMS AND DEFINITIONS
<p style="text-align: center;">GLOSSARY OF TERMS AND DEFINITIONS</p> <p>EMPTY RELEASE INFORMATION – Advice provided by the consignee to authorized personnel, that the car(s) is unloaded and available. This information must include the identity of the consignee, party furnishing information, and the car(s) initial and number.</p> <p>FORWARDING INSTRUCTIONS – Shipping instructions provided at the point of loading that contain all of the necessary information to transport the shipment to its final destination.</p> <p>LEASE TRACK – Track(s) assigned to a user through a written agreement. Lease tracks will be treated the same as private tracks.</p> <p>LOADING – The complete or partial loading of a car(s) in conformity with loading and clearance rules and, the furnishing instructions.</p> <p>LOADED CAR(S) – A car(s) that is completely or partially loaded.</p> <p>NOTIFICATION – When required, written or verbal notification will be furnished to the parties entitled to receive notice that the car(s) is available for loading, unloading, or otherwise impacted by demurrage provisions.</p> <p>ORDER DATE – The date that the consignor requests empty car(s) to be furnished for loading.</p> <p>OTHER THAN PUBLIC DELIVERY TRACK – Any trackage assigned for individual use, including privately owned or leased tracks.</p> <p>PARTIAL UNLOADING – The partial unloading of a car(s) and furnishing of the proper forwarding or handling instructions.</p> <p>PRIVATE CAR(S) – A car(s) bearing other than railroad reporting marks that is not railroad-controlled.</p> <p>PRIVATE TRACK – A private track is:</p> <ol style="list-style-type: none"> 1. A track outside of Carrier's right-of-way, yard and terminals, and of which Carrier does not own either rails, ties, roadbed or right-of-way. The track may be used jointly by two or more parties when written notice has been furnished to Carrier by the owner of the track prior to joint use; or 2. A track or portion thereof owned or operated by Carrier that is leased for the purpose of the storage of rail cars of Lessee through a written agreement. The joint use of a lease track by each of two or more parties must have written consent from Carrier prior to such joint use. <p style="text-align: center;">(Continued in next column)</p>	<p style="text-align: center;">GLOSSARY OF TERMS AND DEFINITIONS</p> <p>PUBLIC DELIVERY TRACK – Track that is open to general public for loading and unloading.</p> <p>RAILROAD-CONTROLLED CAR(S) – A car(s) bearing other than railroad reporting marks that is either leased or controlled by a railroad.</p> <p>RECONSIGNMENT – An order provided by consignor to bill a car(s) to other than the original consignee. (An order to turn over the car(s) to another party that does not require any additional movement of the car(s), is not a reconsignment.</p> <p>REFUSED LOADED CAR(S) – When the original loaded car(s) is refused at destination without being unloaded.</p> <p>RELOADING – When a car(s) is held for loading after being released as an empty.</p> <p>RESHIPMENT – A new document by which the entire original shipment is forwarded in the same car(s) to another destination.</p> <p>SERVING YARD – A classification yard where the local train serving the customer originates.</p> <p>SHIPPER ASSIGNED CAR(S) – Specific empty car(s) assigned to a particular shipper for their exclusive use.</p> <p>STOPPED IN TRANSIT – When a car(s) is held en route due to any condition attributable to the consignor, consignee, or owner.</p> <p>TENDER – The notification, actual or constructive placement, of an empty or loaded car(s).</p> <p>TIME – Local time is applicable and is expressed on the basis of the 24-hour clock.</p> <p style="padding-left: 40px;">Example: 12:01 AM is expressed as 0001 Hours.</p> <p>UNLOADING – The complete unloading of a car(s), and the advice received from the consignee that the car(s) is empty and available to the railroad.</p>
<p>For explanation of terms and explanation of abbreviations and reference marks, see Item 99999, this tariff.</p>	

	EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS	
	ITEM 99999	
	EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS	
	CN	Canadian National Railways
	NTZR	Natchez Railway LLC
	OPSL	Open and Prepay Station List
	RIC	Railinc
	STCC	Standard Transportation Commodity Code
	UFC	Uniform Freight Classification
	[A]	Addition/New
	[C]	Change
	[I]	Increase
	[R]	Decrease/Reduction
	&	And
	\$	Dollars

For explanation of terms and explanation of abbreviations and reference marks, see Item 99999, this tariff.

NATCHEZ RAILWAY LLC
APPLICATION FOR CREDIT FORM
(E-Mail to: AVickers@akrailroad.com)

Date ____ / ____ / ____

Company Name: _____ Phone #: (____) _____

D/B/A: _____ For past _____ years

Address: _____
(street) (city) (state) (zip/postal code)

Billing Address: _____
(street) (city) (state) (zip/postal code)

Federal Tax I.D.: _____ Duns# of Customer: _____ Duns# of Parent Co.: _____
(If applicable)

OWNERSHIP: sole owner partnership corporation LLC

Date Started/Incorporation Date: _____ Have you ever operated under a different name? Yes ____ No ____

If yes, give name and address: _____

NAME/TITLE OF PRINCIPAL OFFICER/PARTNER/PROPRIETOR: _____

NAME/TITLE OF CONTACT CONCERNING CREDIT ISSUES: _____

CREDIT CONTACT PHONE #: _____ FAX#: _____

CREDIT CONTACT EMAIL ADDRESS: _____

PREFERRED METHOD OF PAYMENT:

BANK WIRE TRANSFER EFT (ACH CREDIT/DEBIT)
 COMPANY CHECK CASHIER/CERTIFIED CHECK

TRADE REFERENCES: (minimum of 3)

Name _____ Address _____ Phone _____ Acct.# _____

Name _____ Address _____ Phone _____ Acct.# _____

Name _____ Address _____ Phone _____ Acct.# _____

BANK REFERENCE: Checking Savings Loan

Name: _____ Dept.: _____ Account No.: _____

Mailing Address: _____
(city) (state) (zip code)

Phone No.: (____) _____ Fax No.: (____) _____

Type of Business: _____ Name of Bank Contact _____

Terms are Net 15 DAYS from date of Invoice. Applicant's signature attests financial responsibility, ability, and willingness to pay invoices in accordance to terms as well as a service charge of 1 ½% per month will accrue 30 days after invoice date.

I authorize Natchez Railway to contact references and to obtain information from outside resources that may be needed to obtain credit.

The application has been carefully prepared by the undersigned and is to my knowledge complete, accurate, and truthful. I also acknowledge that I understand and agree to the pricing and collections policies relating to Natchez and its affiliated railroads.

UPON APPROVAL OF MY ACCOUNT, I AGREE TO PAY ACCORDING TO THE TERMS OF SALE. I FURTHER AGREE TO PAY ALL COLLECTION COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES INCURRED IN THE COLLECTING EFFORT OF THIS ACCOUNT.

FIRM NAME

DATE

SIGNATURE

TITLE

NATCHEZ RAILWAY LLC
PERSONAL GUARANTEE FORM
(E-Mail to: AVickers@akrailroad.com)

Date: _____

I, _____, residing at _____

In consideration of and as an inducement to approve credit for _____
(Name of Company)

(herein referred to as the "Company"), of which I am _____, hereby personally guarantee to Natchez Railway
(Title)

Payment of any obligation of the Company and hereby agree to bind myself to pay you on demand any sum which may become due to Natchez Railway by the Company whenever the Company shall fail to pay past due invoices that Natchez Railway has determined to be delinquent. It is understood that this guaranty shall be a continuing and irrevocable guaranty and indemnity for such indebtedness of the Company. I do waive notice of default, non-payment, and notice thereof and consent to any modification of renewal of the credit agreement hereby guaranteed.

WITNESS _____ GUARANTOR _____ DATE _____
(Signature) (Signature)

ADDRESS _____