

FT NOGC 4000-B
(Cancels FT NOGC 4000-A)

NEW ORLEANS & GULF COAST RAILWAY COMPANY



FREIGHT TARIFF NOGC 4000-B

(Cancels Freight Tariff NOGC 4000-A)

CONTAINING
RULES AND CHARGES
GOVERNING
COAL AND PETROLEUM
MOVING
BETWEEN POINTS
ON THE
NEW ORLEANS & GULF COAST RAILWAY COMPANY

LOCAL COAL AND PETROLEUM TARIFF

ISSUED: July 1, 2013

EFFECTIVE: July 20, 2013

ISSUED BY

New Orleans & Gulf Coast Railway Company
6100 Southwest Blvd. Suite 320
Fort Worth, Texas 76109

FT NOGC 4000-B

<p align="center">RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - GENERAL</p>	<p align="center">RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - UNLIMITED</p>
<p>ITEM 10</p> <p align="center">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 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 NOGC 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 NOGC. Customer will pay NOGC immediately upon presentation of a bill therefor by NOGC. If charges have not been prepaid, or customer has not entered into an agreement for credit with NOGC, the NOGC 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 NOGC will assess a finance charge of <u>1.166% per month (14% per annum)</u> 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 NOGC.</p> <p>If NOGC, at its sole discretion, uses a collection agency or attorneys to collect delinquent bills for freight or other charges and NOGC is successful in collecting such charges, Customers shall reimburse NOGC for all reasonable collection costs, including reasonable collection agency fees and reasonable attorneys' fees.</p> <p>(<u>Underscored</u> portion denotes change)</p>
<p>ITEM 20</p> <p align="center">METHOD OF CANCELING ITEMS</p> <p>As this tariff is supplemented, numbered items with letter suffixes cancel corresponding 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 445-A cancels Item 445 and Item 365-B cancels Item 365-A in a prior supplement which in turn canceled Item 365.</p>	
<p>ITEM 30</p> <p align="center">SUPPLEMENTS AND REISSUES</p> <p>When reference is made in this tariff, or supplements, to other publications for rates or other information, it includes "Supplements thereto or successive issues thereof."</p> <p>Where reference is made in this tariff to items, it includes "reissues" of such items.</p>	

FT NOGC 4000-B

<p align="center">RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - UNLIMITED</p>	<p align="center">SECTION 1 LOCAL AND PROPORTIONAL RATES (Rates in dollars and cents per car, except as noted)</p>																				
<p>ITEM 55</p> <p align="center">SECURITY DEPOSIT</p> <p>For customers who have established credit with the NOGC, 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>NOGC 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 NOGC. 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 NOGC's credit office that future switching, demurrage, detention, storage and other accessorial charges will be paid within the credit period.</p>	<p>ITEM 100</p> <p>COMMODITY: Coal (STCC 11 111 10 through 11 221 90), in open top hopper cars.</p> <table border="1" data-bbox="824 428 1463 541"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>RATE</th> <th>ROUTE</th> </tr> </thead> <tbody> <tr> <td>Westwego, LA</td> <td>Myrtle Grove, LA</td> <td>(1) \$952.00 (2) \$661.00</td> <td>NOGC direct</td> </tr> </tbody> </table> <p>(1) - Applies on single car shipments. (2) - Applies on unit train shipments of 100 rail cars and above.</p> <p>ITEM 110 [A]</p> <p>COMMODITY: Petroleum Crude (STCC 49 101 64, 49 101 65, 49 101 87)</p> <table border="1" data-bbox="824 856 1463 1115"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>RATE</th> <th>ROUTE</th> </tr> </thead> <tbody> <tr> <td rowspan="3">Westwego, LA</td> <td>Alliance, LA</td> <td>(1) \$1,052.00 (2) \$ 761.00</td> <td rowspan="3">NOGC direct</td> </tr> <tr> <td>Belle Chasse, LA</td> <td>(1) \$1,052.00 (2) \$ 761.00</td> </tr> <tr> <td>Myrtle Grove, LA</td> <td>(1) \$1,052.00 (2) \$ 761.00</td> </tr> </tbody> </table> <p>(1) - Applies on single car shipments. (2) - Applies on unit train shipments of 100 rail cars and above.</p> <p>[A] - Addition / New</p>	FROM	TO	RATE	ROUTE	Westwego, LA	Myrtle Grove, LA	(1) \$952.00 (2) \$661.00	NOGC direct	FROM	TO	RATE	ROUTE	Westwego, LA	Alliance, LA	(1) \$1,052.00 (2) \$ 761.00	NOGC direct	Belle Chasse, LA	(1) \$1,052.00 (2) \$ 761.00	Myrtle Grove, LA	(1) \$1,052.00 (2) \$ 761.00
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