

MULLINS LAW GROUP PLLC*Transportation Solutions for the 21st Century*2001 L Street NW, Suite 720
Washington, DC 20036**William A. Mullins**
wmullins@mullinslawgroup.net
mullinslawgroup.netTelephone: (202) 663-7850
Direct: (202) 663-7823
Facsimile: (202) 459-2115ENTERED
Office of Chief Counsel
January 15, 2026
Part of
Public Record

January 15, 2026

VIA E-FILINGCynthia T. Brown, Chief
Section of Administration, Office of Proceedings
Surface Transportation Board
395 E Street, SW
Washington, DC 20423-0001Re: Central of Georgia Railroad Company – Trackage Rights Exemption –
Southern Electric Railroad Company, FD 36872

Dear Ms. Brown:

Central of Georgia Railroad Company ("CGA") submits this Verified Notice of Exemption ("Notice"), pursuant to 49 C.F.R. § 1180.2(d)(7) and the procedures at 49 C.F.R. § 1180.4(g), to allow CGA to acquire approximately 2.64 miles of trackage rights pursuant to a draft second amendment to a trackage rights agreement ("Agreement") between CGA and Southern Electric Railroad Company ("SERC"). Pursuant to the Agreement, CGA will acquire trackage rights over SERC's line between Milepost SA18.2 (at Blanford, GA) to a connection with privately-owned industry track (hereinafter referred to as the "Industry Trackage") in the vicinity of SERC's track crossing of the CSX Transportation, Inc. ("CSXT") main track in Rincon, Georgia. A \$1,600.00 filing fee has been paid via Pay.gov. The Notice is being filed as both a Public Version and a Confidential Version. A Motion for Protective Order will also be concurrently filed. If there are any questions about this matter, please contact me directly, either by telephone at 202-663-7823 or by e-mail: wmullins@mullinslawgroup.net. If I am unavailable, you may contact Crystal M. Zorbaugh, who can be reached at (202) 663-7831 or by e-mail at czorbaugh@mullinslawgroup.net.

Respectfully submitted,

/s/ **William A. Mullins**William A. Mullins
Attorney for Norfolk Southern Railway Company

Enclosures

FEE RECEIVED
January 15, 2026
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**BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, DC**

FD 36872

**CENTRAL OF GEORGIA RAILROAD COMPANY – TRACKAGE RIGHTS
EXEMPTION – SOUTHERN ELECTRIC RAILROAD COMPANY**

VERIFIED NOTICE OF EXEMPTION

**William A. Mullins
Crystal M. Zorbaugh
Spencer M. Naake
MULLINS LAW GROUP PLLC
2001 L Street, NW
Suite 720
Washington, DC 20036
Tel: (202) 663-7823
wmullins@mullinslawgroup.net**

January 15, 2026

**Attorneys for Central of Georgia Railroad
Company**

**BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, DC**

FD 36872

**CENTRAL OF GEORGIA RAILROAD COMPANY – TRACKAGE RIGHTS
EXEMPTION – SOUTHERN ELECTRIC RAILROAD COMPANY**

VERIFIED NOTICE OF EXEMPTION

INTRODUCTION

Pursuant to the Board’s regulations at 49 C.F.R. § 1180.2(d)(7) and the procedures at 49 C.F.R. § 1180.4(g), the Central of Georgia Railroad Company (“CGA”), a Class III railroad that is a wholly-owned subsidiary of Norfolk Southern Railway Company (“NSR”),¹ hereby submits this Verified Notice of Exemption (“Notice”) to allow CGA to acquire approximately 2.64 miles of trackage rights pursuant to a draft written second amendment to a trackage rights agreement ("Agreement") between CGA and Southern Electric Railroad Company ("SERC").² Pursuant to the Agreement, CGA will acquire trackage rights over SERC's line between Milepost SA18.2 (at

¹ NSR acquired CGA in 1963. See Southern Railway Company - Control - Central of Georgia Railway Company, 317 I.C.C.729 (1963).

² CGA, SERC, and CSX Transportation, Inc. created a Memo for Operations on Sept. 16, 1996, which was several months before the parties entered into the Trackage Rights Agreement dated Dec. 3, 1996. Based on available records, it appears operations commenced in 1997. CGA searched extensively and could find no record that it ever sought authority for these trackage rights, which have been in place for nearly 28 years. There was an initial amendment of the original rights in June 2011, which was likewise inadvertently not submitted for approval. The June 2011 amendment (first amendment) primarily expanded the permissible purposes for which CGA could use the tracks, to include giving CGA rights to provide “rail service to the Georgia-Pacific facility at 393 Fort Howard Road in Rincon, Georgia.” While negotiating the second amendment, CGA discovered its prior omissions, and CGA is now filing for new trackage rights now to correct the mistake going forward.

Blanford, GA) to a connection with private industry track (hereinafter referred to as the "Industry Trackage") in the vicinity of SERC's track crossing of the CSX Transportation, Inc. ("CSXT") main track in Rincon, Georgia.

EXEMPTION REQUIREMENTS ARE SATISFIED

Under 49 C.F.R. § 1180.2(d)(7), the acquisition, renewal, or modification of trackage rights by a rail carrier over the lines owned or operated by another rail carrier is exempt if the rights are: (i) based on a written agreement; and (ii) not filed or sought in a responsive application in rail consolidation proceedings.

The transaction qualifies for the exemption. First, CGA and SERC are finalizing an Agreement.³ Pursuant to 49 C.F.R. § 1180.6(a)(7)(ii), CGA will submit an executed copy of the Agreement within 10 days of its execution. Second, the proposed trackage rights are not being sought in a responsive application in a rail consolidation proceeding. Thus, the § 1180.2(d)(7) class exemption is applicable. For a rail carrier to qualify for this class exemption, it must file a verified notice of the transaction with the Surface Transportation Board ("Board") at least 30 days before the transaction is consummated. Per 49 C.F.R. 1180.2(d)(7) notices follow the procedures set forth in 49 C.F.R. 1180.4(g), which requires submission of the information contained in § 1180.6(a)(1)(i)-(iii), (a)(5)-(6), and (a)(7)(ii); and the level of labor protection to be imposed. The following sections provide the required information.

³ A draft Agreement is included within Exhibit A.

49 C.F.R. 1180.6(a)(1)
SUMMARY OF PROPOSED TRANSACTION

The Agreement between CGA and SERC, attached hereto as Exhibit A, grants CGA trackage rights over approximately 2.64 miles of SERC's line between MP SA18.2 (at Blanford, GA) and a connection with Industry Trackage in the vicinity of SERC's track crossing of the CSXT main track in Rincon, Georgia. Such trackage rights will allow CGA to operate trains in line-haul service and/or switch and/or make or break up of trains carrying traffic (i) originating from or destined to points on Subject Trackage Segment A, (ii) destined to Plant McIntosh located on Subject Trackage Segment D, (iii) destined to Georgia-Pacific's facility located on Subject Trackage Segment C, and/or (iv) originating from or destined to the Georgia International Rail Park ("GIRP"), located on Subject Trackage Segment A, or for emergency use where provided.⁴

SECTION 1180.6(a)(1)(ii)
APPLICANTS AND COUNSEL CONTACT INFORMATION

The Applicant's name, business address, and telephone number are provided below:

Central of Georgia Railroad Company
650 W Peachtree St N.W.
Atlanta, GA 30308

CGA's Counsel Contact Information:

William A. Mullins
Crystal M. Zorbaugh
Spencer M. Naake
MULLINS LAW GROUP PLLC
2001 L Street NW, Suite 720
Washington, DC 20036
Tel: (202) 663-7823

⁴ Exhibit A – Draft Second Amendment to Trackage Rights Agreement (also includes original 1996 trackage rights agreement and first amendment). The unredacted versions of the original 1996 trackage rights agreement and first amendment are being filed under seal pursuant to a concurrently filed Motion for a Protective Order.

SECTION 1180.6(a)(l)(ii)
PROPOSED TIME SCHEDULE FOR CONSUMMATION

The proposed trackage rights will be consummated on or after the effective date of this Notice.

SECTION 1180.6(a)(l)(iii)
PURPOSE SOUGHT TO BE ACCOMPLISHED BY TRANSACTION

The proposed trackage rights are intended to allow CGA to continue to operate trains in line-haul service and/or switch and/or make or break up of trains carrying traffic (i) originating from or destined to points on Subject Trackage Segment A, (ii) destined to Plant McIntosh located on Subject Trackage Segment D, (iii) destined to Georgia-Pacific's facility located on Subject Trackage Segment C, and/or (iv) originating from or destined to GIRP, located on Subject Trackage Segment A, or for emergency use where provided. As noted in FN 2, CGA has been operating the Line for many years; the proposed Agreement renews those operations and seeks Board confirmation of such rights. As noted previously, the Agreement (second amendment) expands CGA's permitted uses of the Line.⁵

SECTION 1180.6(a)(5)
STATES IN WHICH PROPERTY OF THE APPLICANT IS SITUATED

CGA owns rail lines in three states: Alabama, Georgia, and Tennessee. The proposed trackage rights are located in Georgia.

SECTION 1180.6(a)(6)
MAP

A map of the line and the proposed trackage rights is attached hereto as Exhibit B.

⁵ Specifically, the second amendment (2025) primarily expands CGA's permitted uses of SERC's tracks to provide rail service to and from the Georgia International Rail Park ("GIRP").

SECTION 1180.6(a)(7)(ii)

AGREEMENT

The draft Agreement is attached hereto in Exhibit A. An executed copy of the Agreement will be filed with the Board within 10 days of its execution.

SECTION 1180.4(g)(1)(i)

LABOR PROTECTIONS

CGA does not anticipate any adverse labor impacts as a result of the proposed acquisition of trackage rights. However, if warranted, CGA agrees to the imposition of the employee protective conditions generally imposed in trackage rights proceedings pursuant to Norfolk & Western Railway-Trackage Rights -- Burlington Northern, Inc., 354 I.C.C. 605 (1978), as modified by Mendocino Coast Railway - Lease & Operate - California Western Railroad, 360 I.C.C. 653 (1980).

SECTION 1180.4(g)(3)

ENVIRONMENTAL AND HISTORIC PRESERVATION REPORTING

Under 49 C.F.R. §§ 1105.6(c)(4) and 1105.8(b)(3), the proposed acquisition of trackage rights are exempt from environmental reporting requirements and historic preservation reporting requirements, respectively.

Respectfully submitted,

/s/ William A. Mullins

**William A. Mullins
Crystal M. Zorbaugh
Spencer M. Naake
Mullins Law Group PLLC 2001
L Street, NW, Suite 720
Washington, D.C. 20036
Tel: (202) 663-7850
Fax: (202) 459-2115
wmullins@mullinslawgroup.net**

***Counsel for the Central of Georgia
Railroad Company***

January 15, 2026

PUBLIC VERSION

**BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, DC**

FD 36872

**CENTRAL OF GEORGIA RAILROAD COMPANY – TRACKAGE RIGHTS
EXEMPTION – SOUTHERN ELECTRIC RAILROAD COMPANY**

VERIFIED NOTICE OF EXEMPTION

EXHIBIT A

**SECOND AMENDMENT TO TRACKAGE RIGHTS AGREEMENT (PLUS COPIES OF
FIRST AMENDMENT AND ORIGINAL 1996 AGREEMENT)***

*** The unredacted versions of the original 1996 trackage rights agreement and first amendment are being filed under seal pursuant to a concurrently filed Motion for Protective Order.**

**SECOND AMENDMENT
TO
TRACKAGE RIGHTS AGREEMENT**

This Second Amendment to Trackage Rights Agreement (“Second Amendment”) is made and entered into as of this _____ day of _____ 20____ by and between Southern Electric Railroad Company (“SERC” or “Owner”) and Central of Georgia Railroad Company, a subsidiary of Norfolk Southern Railway Company (“User”).

WITNESSETH:

WHEREAS, Owner and User are parties to that certain Trackage Rights Agreement (“Agreement”), dated December 3, 1996, addressing the operations of User’s trains over Owner’s track in Blanford, Georgia at the location more fully described in the Agreement;

WHEREAS, Owner and User previously amended the Agreement by entering the First Amendment to Trackage Rights Agreement (“First Amendment”), which was dated June 2, 2011;

WHEREAS, User desires to operate on Owner’s track in order to provide rail service to and from the Georgia International Rail Park (“GIRP”), which is currently under construction and is expected to begin operations in 2025;

WHEREAS, Owner is willing to permit the additional use of its track to serve GIRP, subject to the terms and conditions set forth in the Agreement, the First Amendment, and herein;

NOW, THEREFORE, in consideration of the mutual covenants, premises, terms, and conditions herein contained, it is agreed as follows:

1. Section 2(a) of the Agreement, as amended, is hereby deleted in its entirety and replaced with the following:

User may use any part of the Subject Trackage for the purpose of operating trains in line-haul service and/or switching and/or the making or breaking up of trains carrying traffic (i) originating from or destined to points on Subject Trackage Segment A, (ii) destined to Plant McIntosh located on Subject Trackage Segment D, (iii) destined to Georgia-Pacific’s facility located on Subject Trackage Segment C, and/or (iv) originating from or destined to the Georgia International Rail Park (“GIRP”), located on Subject Trackage Segment A, each as shown in Exhibit A, or for emergency use where provided.

2. Section 3(b) of the Agreement, as amended, is hereby amended by adding a new Section 3(b)(9) as shown below:

9) User may also operate trains to and from GIRP along Owner’s line west of Highway 21. User agrees that trains to and from GIRP shall not cross the Highway 21 road crossing (USDOT Crossing Number 916 917 C), shall not trigger the grade crossing signals at Highway 21, and shall not travel east of the CSXT “home signal” immediately west of Highway 21, except in case of emergency.

3. Section 9 of the Agreement, as amended, is hereby amended by adding a new third sentence to the first paragraph of Section 9, as shown below:

All of User's trains operating to and/or from GIRP shall in all cases be considered as the trains, locomotives, cars or equipment of, or in the account of User.

4. In all other respects, the Agreement as amended shall remain unchanged and with full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment by their officers duly authorized, as of the day and year first written above.

Central of Georgia Railroad Company

Southern Electric Railroad Company

Signature

Signature

Print Name

Print Name

Title

Title

**FIRST AMENDMENT TO
TRACKAGE RIGHTS AGREEMENT**

between

SOUTHERN ELECTRIC RAILROAD COMPANY

and

CENTRAL OF GEORGIA RAILROAD COMPANY

THIS FIRST AMENDMENT is entered into as of JUNE 2, 201¹0 by and between Southern Electric Railroad Company ("Owner") and Central of Georgia Railroad Company, a subsidiary of Norfolk Southern Railway Company ("User").

WHEREAS, Owner and User are parties to that certain Trackage Rights Agreement ("Agreement"), dated December 3, 1996, addressing the operation of User's trains over Owner's track in Blanford, Georgia at the location more fully described in the Agreement; and

WHEREAS, User desires to use its rights under the Agreement for rail service to the Georgia-Pacific facility at 393 Fort Howard Road in Rincon, Georgia; and

WHEREAS, Owner is willing to permit the additional use of its tracks, subject to the terms and conditions set forth in the Agreement and herein; and

NOW THEREFORE, the parties hereto, in consideration of these premises, and of the covenants and undertakings hereinafter expressed, agree as follows:

1. Section 2(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

User may use any part of the Subject Trackage for the purpose of operating trains in line-haul service and/or switching and/or the making or breaking up of trains carrying traffic destined for points on Subject Trackage Segment A, to Savannah's Plant McIntosh located on Subject Trackage Segment D, and/or to Georgia-Pacific's facility located on Subject Trackage Segment C, as shown in Exhibit A or for emergency use where provided.

2. Section 3(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

The Trackage Rights herein granted are for the purpose of User using same for bridge and local traffic between the termini of the Subject Trackage Segment A, for bridge traffic destined for pick-up or delivery at Plant McIntosh or at the Georgia-Pacific facility, unless otherwise provided for by amendment to this Agreement. Other than pick-up and delivery to Plant McIntosh or the Georgia-Pacific facility, User shall not have any local traffic rights on Subject Trackage Segments B, C, and D as shown in Exhibit A.

3. Section 3(b) of the Agreement is hereby deleted in its entirety and replaced with the following:

User's operations will be in general accordance with the following terms and conditions:

1) [REDACTED]

2) [REDACTED]

3) [REDACTED]

4) [REDACTED]

5) [REDACTED]



- 6) User shall obtain authority to cross the CSXT main line before proceeding to cross Highway 21. The stopping of User's trains to await clearance to proceed or for any other reason shall not result in the Highway 21 crossing being blocked to vehicular traffic by the train or blocked by the activated warning devices.
- 7) User recognizes that Owner's track crosses state Highway 21 and that the Georgia Department of Transportation ("GDOT") has stated that train operations crossing Highway 21 must be in general accordance with the terms and conditions described above. User agrees to indemnify Owner whenever User violates these terms and conditions.
- 8) User shall immediately report by the quickest means available derailments, collisions, washouts, fires, obstructions to roadways and other hazardous conditions which could result in death or injury, damage to property or serious disruption of roadway and vehicle traffic operations. In reporting emergencies, User shall follow the Federal Administration's established procedures and shall notify the Effingham County Emergency Medical Service (EMS) as well as the City of Springfield and the City of Rincon.

4. Section 9 of the Agreement shall be modified by adding after the first sentence the following language: "For purposes of liability as hereinafter contemplated, the trains, locomotives, cars or equipment of, or in the account of Georgia-Pacific shall in all cases be considered as the trains, locomotives, cars or equipment of, or in the account of User."

5. Section 16(d) of the Agreement is hereby deleted in its entirety and replaced with the following:

In the event that the CSXT Rail Crossing Agreement or the GDOT crossing agreement is terminated or terms are imposed that are unacceptable to Owner, including but not limited to grade separations or reduction in the number of trains, at any time for any reason, Owner shall provide as much notice as is reasonably possible and may thereafter terminate this Agreement upon written notice to User.

6. In all other respects, the Agreement shall remain unchanged and with full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement, by the officers duly authorized, as of the respective dates below.

SOUTHERN ELECTRIC RAILROAD COMPANY

By: Jeremy E. Cole

Title: VICE PRESIDENT

Date: 6/2/11

CENTRAL OF GEORGIA RAILROAD COMPANY

By: J. M. Hall

Title: VP Customer Service

Date: 8/2/10

TRACKAGE RIGHTS AGREEMENT

THIS TRACKAGE RIGHTS AGREEMENT, entered into as of this 3rd day of December, 1996, by and between SOUTHERN ELECTRIC RAILROAD COMPANY ("Owner") and CENTRAL OF GEORGIA RAILROAD COMPANY ("User") (each, a "Party").

WHEREAS, User wishes to operate its trains, locomotives, cars and equipment over the Owner's tracks, from a connection with User's tracks located at Blanford, Georgia, Milepost SA18.2 to a connection with Savannah Electric Power Company ("Savannah") and Fort Howard Paper Co. jointly-owned track (hereinafter referred to as the "Savannah Trackage") in the vicinity of Owner's track crossing of the CSX Transportation, Inc. ("CSXT") main track in Rincon, Georgia; and

WHEREAS, Owner is willing to permit such use of its track by User; and

WHEREAS, Owner and User desire to enter into an agreement providing for exclusive use by User of Owner's aforesaid described trackage.

NOW, THEREFORE, the Parties, intending to be legally bound, agree as follows:

1. GRANT OF TRACKAGE RIGHTS

Subject to the terms and conditions herein provided, Owner hereby grants to User the right to operate its trains, locomotives, cars, and equipment with its own crews (hereinafter, the "Trackage Rights") over the following segment of Owner's railroad shown as Subject Trackage Segment A and Subject Trackage Segment B on the map dated February 21, 1995, attached hereto, as Exhibit A and made a part hereof (collectively, the "Subject Trackage") described as follows:

Tracks running from a connection with User's tracks located at Blanford, Georgia, Milepost SA18.2 to a connection with the Savannah Trackage in the vicinity of Owner's track crossing of CSXT's main track in Rincon, Georgia, a total distance of approximately 2.5 miles.

2. USE OF SUBJECT TRACKAGE

(a) User may use any part of the Subject Trackage for the purpose of operating trains in line-haul service and/or switching and/or the making or breaking up of trains carrying traffic destined for points on Subject Trackage Segment A or to Savannah's Plant McIntosh located on the segment of Subject Trackage Segment D as shown on Exhibit A, or for emergency use where provided.

(b) Owner shall have exclusive control of the management and operation of the Subject Trackage, except that User shall control the dispatch of all trains, on-track vehicles, and maintenance and inspection activities requiring track occupancy authorization by User's operating rules and regulations between the first home signal of the CSXT crossing and the connection with User's main track at Milepost SA18.2 shown on Exhibit A as Subject Trackage Segment A.

(c) User shall have the right to operate in either direction over the Subject Trackage.

(d) Owner shall enter into an agreement with CSXT governing use of Owner's track and the crossing of CSXT track by either Owner or User of the CSXT line. Such an agreement shall specifically provide for the right of User to cross the CSXT line.

3. RESTRICTIONS OF USE

(a) The Trackage Rights herein granted are granted for the purpose of User using same for bridge and local traffic between the termini of the Subject Trackage Segment A, and for bridge traffic destined for pick-up or delivery at Plant McIntosh, unless otherwise provided for by amendment to this Agreement. Other than pick-up and delivery to Plant McIntosh, User shall not have any local traffic rights on Subject Trackage Segments B, C, and D as shown on Exhibit A.

(b) User's operations will be in general accordance with the following terms and conditions:

- 1) [REDACTED]
- 2) [REDACTED]
- 3) User shall obtain authority to cross the CSXT main line before proceeding to cross Highway 21. The stopping of User's trains to await clearance to proceed or for any other reason shall not result in the Highway 21 crossing being blocked to vehicular traffic by the train or blocked by the activated warning devices.

4. MAINTENANCE OF SUBJECT TRACKAGE

(a) Owner shall inspect, maintain, repair, and renew the Subject Trackage at its own expense and with its own supervision and labor. Owner shall keep and maintain the Subject Trackage in reasonably good condition for the use herein contemplated.

(b) Owner shall also perform, at User's expense pursuant to such terms and conditions as agreed upon by the Parties, such additional maintenance as User may request.

5. CONSTRUCTION AND MAINTENANCE OF CONNECTIONS

(a) The existing connections which are jointly used by the Parties under existing agreements or practices shall continue to be maintained, repaired, and renewed by and at the expense of the Party or Parties responsible for such maintenance, repair, and renewal under such agreements or practices.

(b) Pursuant to the terms and conditions of Exhibit B attached to this Agreement, the Parties shall agree to procure, install, and construct such connections, switches, or turnouts on User's right-of-way as necessary to connect User's tracks located at Milepost SA 18.2 to the Subject Trackage. Such connecting track, switches, or turnouts, to the extent it is contained within User's right-of-way, shall be maintained at User's expense and shall not be considered as part of the Subject Trackage.

(c) Any additional connections to the Subject Trackage which may be required shall be constructed, maintained, repaired, and renewed as mutually agreed upon.

6. ADDITIONS, RETIREMENTS AND ALTERATIONS

(a) Owner, from time to time and at its sole cost and expense, may make such changes in, additions and betterments to, and retirements from the Subject Trackage as shall, in its judgment, be necessary or desirable for the economical or safe operation thereof or as shall be required by any law, rule, regulation, or ordinance promulgated by any governmental body having jurisdiction. Such additions and betterments shall become a part of the Subject Trackage and such retirements shall be excluded from the Subject Trackage.

(b) User may request Owner to make changes in or additions and betterments to the Subject Trackage, including without limitation changes in communication or signal facilities, for purposes beyond that required for Owner's operation, at User's expense pursuant to such terms and conditions as may be agreed upon by the Parties.

7. MANAGEMENT AND OPERATIONS

(a) User, in its use of the Subject Trackage:

(i) shall comply in all respects with the operating rules and regulations of Owner, and the movement of User's trains, locomotives, cars, and equipment over the Subject Trackage shall at all times be subject to the orders of the transportation officers of Owner. Owner shall prepare appropriate operating procedures and regulations and may amend such rules and regulations, as appropriate, from time to time with 60 days advance written notice to User of any such amendment.

(ii) shall publish operating rules and regulations jointly with CSXT for the operation of Subject Trackage Segment B.

(b) Owner shall supply any applicable Bulletins, speed restrictions, or other temporary operating condition changes involving the Subject Trackage to User's Superintendent's office in time for User's trains to be governed by said Bulletins, speed restrictions, or other temporary operating condition changes.

(c) User shall comply with the provisions of the Federal Locomotive Inspection Act and the Federal Safety Appliance Acts, as amended, and all other federal and state laws, regulations, and rules respecting the operation, condition, inspection, and safety of its trains, locomotives, cars, and equipment while such trains, locomotives, cars, and equipment are being operated over the Subject Trackage. User shall indemnify, protect, defend, and save harmless Owner and its directors, officers, agents, and employees from and against all fines, penalties, and liabilities imposed upon Owner or its directors, officers, agents, or employees under such laws, rules, and regulations by any public authority or court having jurisdiction in the premises, when attributable solely to the failure of User to comply with its obligations in this regard.

8. CLEARING OF WRECKS

Whenever User's use of the Subject Trackage requires rerailling, wrecking service or wrecking train service, User shall perform such service, excluding the repair and restoration of roadbed, track, and structures, which shall be performed by Owner. The cost and expense thereof, including without limitation loss of, damage to, and destruction of any property whatsoever and injury to or death of any person or persons whomsoever resulting therefrom, shall be apportioned in accordance with the provisions of Section 9 hereof.

9. LIABILITY

For purposes of liability as hereinafter contemplated, the trains, locomotives, cars or equipment of, or in the account of CSXT shall in all cases be considered as the trains, locomotives, cars or equipment of, or in the account of Owner. Except as otherwise expressly provided herein, the responsibility of the Parties hereto as between themselves for loss of, damage to, or destruction of any property whatsoever or injury to or death of any person or persons whomsoever, resulting from, arising out of, incidental to, or occurring in connection with the Trackage Rights granted in this Agreement, shall be determined as follows:

(a) Whenever any loss of, damage to, or destruction of any property whatsoever, or injury to or death of any person or persons whomsoever, or any damage to or destruction of the environment whatsoever, including without limitation land, air, water, wildlife, and vegetation, occurs with the trains, locomotives, cars, or equipment of, or in the account of, User being involved, without the trains, locomotives, cars, or equipment of, or in the account of, Owner being involved, User shall assume all liability therefor and bear all cost and expense in connection

therewith, including without limitation all cost and expense referred to in Section 8 hereof, and shall forever protect, defend, indemnify, and save harmless Owner and its directors, officers, agents, and employees from and against any such liability, cost, and expense, regardless of whether caused in whole or in part by the fault, failure, negligence, misconduct, nonfeasance or misfeasance of Owner or its directors, officers, agents or employees.

(b) Whenever any loss of, damage to, or destruction of any property whatsoever, or injury to or death of any person or persons whomsoever, or any damage to or destruction of the environment whatsoever, including without limitation land, air, water, wildlife, and vegetation, occurs with the trains, locomotives, cars, or equipment of, or in the account of, Owner being involved, without the trains, locomotives, cars, or equipment of, or in the account of, User being involved, Owner shall assume all liability therefor, and bear all cost and expense in connection therewith, including without limitation all cost and expense referred to in Section 8 hereof, and shall forever protect, defend, indemnify, and save harmless User and its directors, officers, agents, and employees from and against any such liability, cost, and expense, regardless of whether caused in whole or in part by the fault, failure, negligence, misconduct, nonfeasance or misfeasance of User or its directors, officers, agents, or employees.

(c) Whenever any loss of, damage to, or destruction of any property whatsoever, or injury to or death of any person or persons whomsoever, or any damage to or destruction of the environment whatsoever, including without limitation land, air, water, wildlife, and vegetation, occurs with the trains, locomotives, cars, or equipment of, or in the account of, both Owner and User being involved, Owner and User shall separately assume and bear all liability, cost, and expense for loss of and damage to said trains, locomotives, cars (including without limitation lading), and equipment operated by each of them and for injury to and death of each of their directors, officers, agents, and employees, and persons in each of their care and custody. All liability, cost, and expense for injury to and death of any other person or persons whomsoever, for loss of, damage to, or destruction of all other property (including without limitation the Subject Trackage) and for any damage to or destruction of the environment whatsoever, including without limitation land, air, water, wildlife, and vegetation, so occurring shall be borne equally by Owner and User, including without limitation all cost and expense referred to in Section 8 hereof.

(d) Whenever any liability, cost, or expense is assumed by or apportioned to a Party hereto under the foregoing provisions, that Party shall forever protect, defend, indemnify, and save harmless the other Party to this Agreement and its parent corporation, subsidiaries and affiliates, and all of their respective directors, officers, agents, and employees from and against that liability, cost, and expense assumed by that Party or apportioned to it, regardless of whether caused in whole or in part by the fault, failure, negligence, misconduct, nonfeasance or misfeasance of the indemnitee or its parent corporation, subsidiaries and affiliates, and all of their respective directors, officers, agents or employees.

(e) Notwithstanding the foregoing provisions, whenever any loss of, damage to, or destruction of any property whatsoever, or injury to or death of any person or persons whomsoever, or any damage to or destruction of the environment whatsoever, including without

limitation land, air, water, wildlife, and vegetation, occurs with the trains, locomotives, cars, or equipment of, or in the account of, both Parties to this Agreement being so involved, without the trains, locomotives, cars, or equipment of, or in the account of, any other user being involved, and such loss, damage, destruction, injury, or death is attributable to the sole negligence of the employee(s) on the train(s), locomotive(s), car(s), or caboose(s) of, or in the account of, only one of the Parties to this Agreement where such sole negligence is the active or proximate cause of such loss, damage, destruction, injury, or death, the Party hereto whose employee(s) was (were) solely negligent shall assume and bear all liability, cost, and expense in connection with the loss, damage, destruction, injury, and death so occurring, including without limitation all cost and expense referred to in Section 8 hereof, and said Party shall forever protect, defend, indemnify, and save harmless the other Party to this Agreement and its directors, officers, agents, and employees from and against any such liability, cost, and expense.

(f) In every case of death or injury suffered by an employee of either User or Owner, when compensation to such employee or employee's dependents is required to be paid under any workmen's compensation, occupational disease, employer's liability, or other law, and either of said Parties under the provisions of this Agreement is required to pay said compensation, if such compensation is required to be paid in installments over a period of time, such Party shall not be released from paying any such future installments by reason of the expiration or other termination of this Agreement prior to any of the respective dates upon which any such future installments are to be paid.

(g) Notwithstanding the provisions of Section 13(g) of this Agreement, for the purposes of this Section 9 the word "equipment" shall mean and be confined to (i) cabooses, (ii) vehicles and machinery which are capable of being operated on railroad tracks that, at the time of an occurrence, are being operated on the Subject Trackage, and (iii) vehicles and machinery that, at the time of an occurrence, are on the Subject Trackage or its right-of-way for the purpose of the maintenance or repair thereof or the clearing of wrecks thereon.

(h) Each party will indemnify and hold harmless the other party against any and all costs and payments, including benefits, allowances, and arbitration, administrative, and litigation expenses, arising out of claims or grievances made by or on behalf of or lawsuits brought by or on behalf of its own employees or their collective bargaining representatives, either pursuant to employee protective conditions imposed by a governmental agency upon the agency's approval or exemption of this Agreement and operations hereunder or pursuant to a collective bargaining agreement. It is the parties' intention that each party shall bear the full costs of protection of its own employees under employee protective conditions that may be imposed, and of grievances filed by its own employees arising under its collective bargaining agreements with its employees. User understands that at the time of the execution of this Agreement, Owner has no employees and does not intend to hire any employees. Nothing in this Subparagraph (h) shall be construed to impose liability upon Owner for the employees of any other entity, including without limitation the employees of CSXT.

10. INVESTIGATION

(a) Except as provided in Subsection (b) and (c) hereof, all claims, injuries, deaths, property damages, and losses arising out of or connected with this Agreement shall be investigated, adjusted, and defended by the Party bearing the liability, cost, and expense therefor under the provisions of this Agreement.

(b) Each Party shall investigate, adjust and defend all freight loss and damage claims filed with it in accordance with 49 U.S.C. Section 11706, as may be amended from time to time.

(c) In the event a claim or suit is asserted against one Party which is the other Party's duty hereunder to investigate, adjust, or defend, then, unless otherwise agreed, such other Party shall, upon request, take over the investigation, adjustment, and defense of such claim or suit.

(d) All costs and expenses in connection with the investigation, adjustment, and defense of any claim or suit under this Agreement shall be included as costs and expenses in applying the liability provisions set forth in this Agreement, except that salaries or wages of full-time claim agents, full-time attorneys, and other full-time employees of either Party engaged directly or indirectly in such work shall be borne by such Party.

(e) Excluding freight loss and damage claims filed in accordance with 49 U.S.C. Section 11706 or 49 C.F.R. Section 1005, as may be amended from time to time, neither Party shall settle or compromise any claim, demand, suit, or cause of action for which the other Party has any liability under this Agreement without the concurrence of such other Party if the consideration for such settlement or compromise exceeds Twenty Five Thousand Dollars (\$25,000).

(f) It is understood that nothing in this Section 10 shall modify or waive the conditions, obligations, assumptions, or apportionments provided in Section 9 hereof.

11. INSURANCE

(a)

(b)

[REDACTED]

(c) [REDACTED]

(d) [REDACTED]

12. EFFECTIVENESS

(a) Should implementation of this Agreement require regulatory approval or exemption by a regulatory agency under applicable laws, User at its own and separate costs and expenses will take the actions necessary to obtain such approval or exemption prior to the Commencement Date (as defined in Subsection (b) below). Owner shall assist and support efforts of User to secure any such approval or exemption.

(b) This Agreement shall be duly executed as of the date first above written ("Effective Date"). Train operations shall take effect on the date User commences operations over the Subject Trackage (herein referred to as the "Commencement Date").

13. GENERAL PROVISIONS

(a) This Agreement is confidential, and its contents shall be disclosed only on a "need to know" basis, provided that either Party may disclose the contents hereof to any corporate parent, affiliate or subsidiary, and to any court or governmental entity having jurisdiction over the subject matter hereof. Any other disclosure shall require the prior written consent of the non-disclosing

Party and an agreement signed by the recipient governing the confidential treatment of the informant to be disclosed.

(b) This Agreement and each and every provision hereof are for the exclusive benefit of the Parties hereto and not for the benefit of any third Party. Nothing herein contained shall be taken as creating or increasing any right in any third Party to recover by way of damages or otherwise against either of the Parties.

(c) All Section headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

(d) This Agreement and the Exhibits attached hereto and made a part hereof contain the entire agreement of the Parties and supersede any and all prior oral and written understandings between the Parties with respect to the subject matter hereof.

(e) Neither Party shall be deemed to have waived any right under this Agreement, unless such Party shall have delivered to the other Party a written waiver signed by an authorized officer of such waiving Party. No delay or omission in this exercise of any right or remedy shall be construed to be waiver of any default or an acquiescence therein.

(f) This Agreement may only be amended or modified by a written instrument signed by both Parties.

(g) As used in this Agreement, whenever reference is made to the trains, locomotives, cars, or equipment of, or in the account of, one of the Parties such expression means the trains, locomotives, cars, or equipment in the possession of or operated by one of the Parties and includes such trains, locomotives, cars, or equipment which are owned by, leased to, or in the account of such Party. Whenever such locomotives, cars, or equipment are owned or leased by one Party and are in the possession or account of the other Party, such locomotives, cars, and equipment shall be considered those of the other Party.

(h) All words, terms, and phrases used in this Agreement shall be construed in accordance with the generally applicable definition or meaning of such words, terms, and phrases in the railroad industry.

(i) This Agreement shall be governed by, and construed in accordance with the laws of the State of Georgia.

14. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties; provided, however, that (i) neither Party hereto shall transfer or assign this Agreement, or any of its rights, interests, or obligations hereunder, to any person, firm, or corporation without obtaining the prior written consent of the other Party, which consent shall not

be unreasonably withheld; (ii) no such consent shall be required in the event either Party desires to assign this Agreement to any affiliate companies within the same corporate family, provided that such affiliate company assumes all rights and obligations of such Party hereunder; and (iii) no such consent shall be required in the event of the merger of one Party with or into a third Party or the sale of all or substantially all of its assets to a third Party, provided that such merged entity assumes all of the rights and obligations of such Party hereunder.

15 NOTICE

Any notice required or permitted to be given by one Party to the other under this Agreement shall be deemed given on the date sent by certified mail, or by such other means as the Parties may mutually agree, and shall be addressed as follows:

- (a) If to User: Vice President-Transportation
Central of Georgia Railroad Company
Three Commercial Place
Norfolk, VA 23510-2191
- b) If to Owner: Vice President
Southern Electric Railroad Company
600 N. 18th Street
Post Office Box 10266
Birmingham, Alabama 35202

Either Party may provide changes in the above addresses to the other Party by personal service or certified mail.

16. TERM AND TERMINATION

- (a) [REDACTED]

- (b) [REDACTED]

(c) This Agreement may be terminated upon thirty (30) days prior written notice if a Party defaults upon one or more of the terms or conditions hereof and fails to timely cure such

default after receipt from the non-defaulting Party of notice of such default, in which case the non-defaulting Party shall have the right of termination.

(d) In the event the Rail Crossing Agreement is terminated at any time for any reason, Owner shall provide as much notice as is reasonably possible and may thereafter terminate this Agreement upon written notice to User.

(e) Notwithstanding the provisions of Subsections (a), (b), (c), and (d) of this Section 16, the term of this Agreement shall continue, or shall be extended, as the case may be, pending any required action by any governmental body having jurisdiction over the Subject Trackage. Subject to the provisions of Section 17, this Agreement shall terminate immediately upon the effectiveness of any such abandonment or discontinuance order that may be issued by any governmental body having jurisdiction over the Subject Trackage.

17. ABANDONMENT OF SUBJECT TRACKAGE

(a) Owner shall have the right, subject to securing any necessary regulatory approval, to abandon the Subject Trackage Segments A and B or any portion thereof. Before filing an application for regulatory approval of such abandonment, Owner shall give User ninety (90) days advance notice in writing of its intention to do so in order that User may determine whether it desires to purchase the Subject Trackage Segments A and B (or portion thereof) or to discontinue its use thereof.

(b) If User desires to purchase the Subject Trackage Segments A and B, it shall submit an offer of financial assistance under 49 U.S.C. Section 10905, as amended from time to time. [REDACTED]

[REDACTED] Thereafter, the rights and obligations of the Parties in respect to User's acquisition of the Subject Trackage Segments A and B shall be governed by applicable provisions of the law.

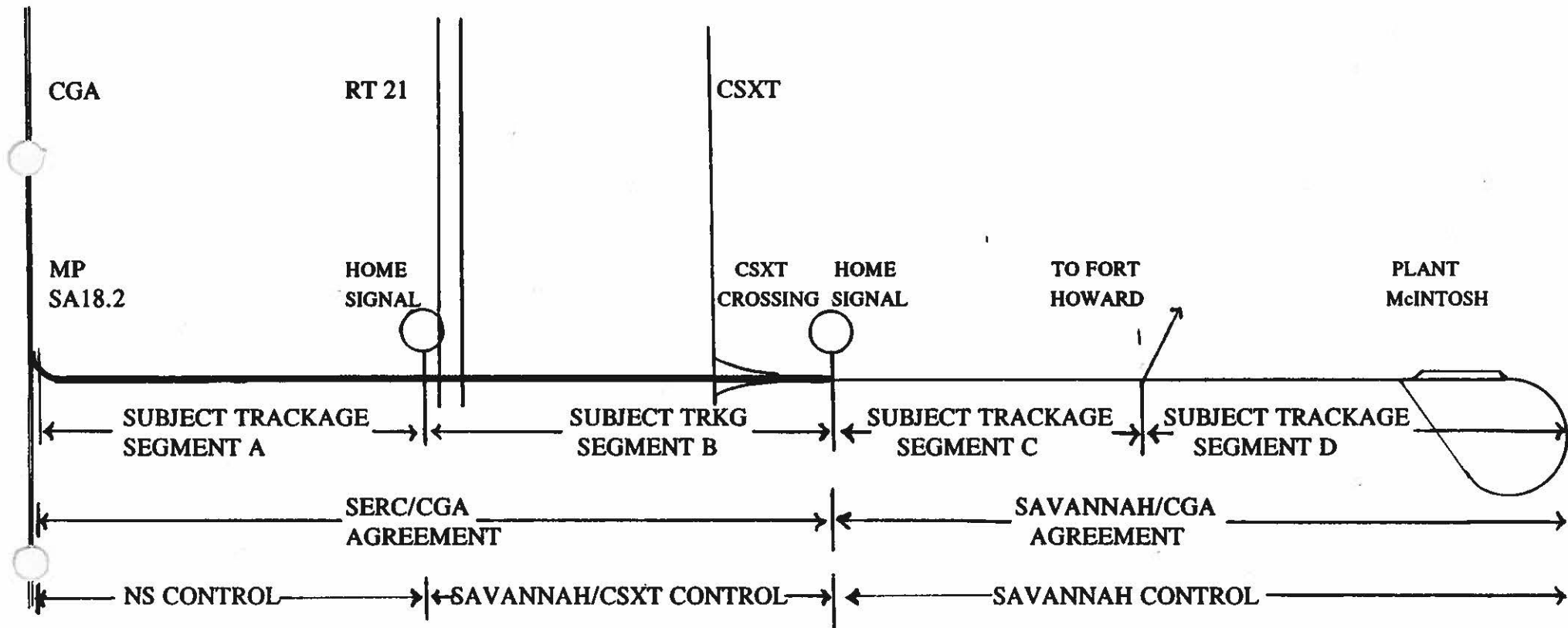
(c) In any one of the circumstances listed below User shall be deemed to have determined that it does not desire to purchase the Subject Trackage Segments A and B and that it desires to discontinue its use thereof:

(i) User fails to submit an offer of financial assistance to purchase the Subject Trackage Segments A and B within the time prescribed by statute and applicable regulations, or

(ii) User, having made an offer of financial assistance to purchase the Subject Trackage Segments A and B, but being unable to reach agreement with Owner as to the sale price, fails within the statutory period to request the proper regulatory authority to establish the terms and conditions of the sale, or

SERC/SAVANNAH/CGA TRACKAGE AGREEMENT

EXHIBIT A



NORFOLK SOUTHERN
JOINT FACILITIES
2/21/1995

(iii) User, having requested the proper regulatory authority to establish the terms and conditions of sale, withdraws its offer of financial assistance, or

(iv) User, having requested the proper regulatory authority to establish the terms of the sale, rejects the authority's order establishing said terms or fails to accept said terms within the time prescribed by said order.

In such event User shall promptly file an application with the proper regulatory authority seeking approval of the discontinuance of its operations over the Subject Trackage Segments A and B. If User does not promptly file an application seeking approval of the discontinuance of User's operations over the Subject Trackage Segments A and B, Owner shall be deemed to have been given User's Power of Attorney to take such action on User's behalf,

(d) In the event any application filed by Owner is granted but an application filed by User under Subsection (c) above is denied by the proper regulatory authority, the Parties shall cooperate in taking such action as is reasonably necessary to effect a sale of the Subject Trackage Segments A and B to User (including securing any necessary regulatory authority) for a price consistent with the principles of 49 U.S.C. Section 10905, as interpreted on the date of this Agreement.

(e) In the event Owner abandons any portion (or all) of the Subject Trackage Segments A and B under circumstances which (because of changes in the law or otherwise) are not susceptible of handling under the procedures outlined above, the Parties shall cooperate and take such action as is necessary to assure that User promptly terminates its operations over the segment at a price consistent with the principles of 49 U.S.C. Section 10905 as interpreted on the date of this Agreement.

(f) In the event Owner's application for authority to abandon is denied, User will withdraw any application it has filed under Subarticle (c) above.

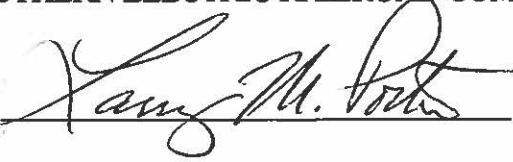
(g) Except as otherwise expressly agreed in writing, in the event any actions taken by the Parties under this Section 17 result in an obligation imposed by any competent authority on either or both Parties hereto to protect the interests of affected employees, the responsibility for bearing the cost thereof shall be borne by the Party which is the employer of the affected employee or employees, notwithstanding the manner in which said cost may be apportioned in any order or decision imposing the protection.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first above written.

WITNESS:

SOUTHERN ELECTRIC RAILROAD COMPANY

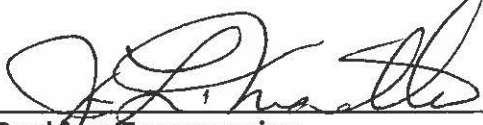
BY:

A handwritten signature in cursive script, appearing to read "Gary M. Voth", written over a horizontal line.

WITNESS:

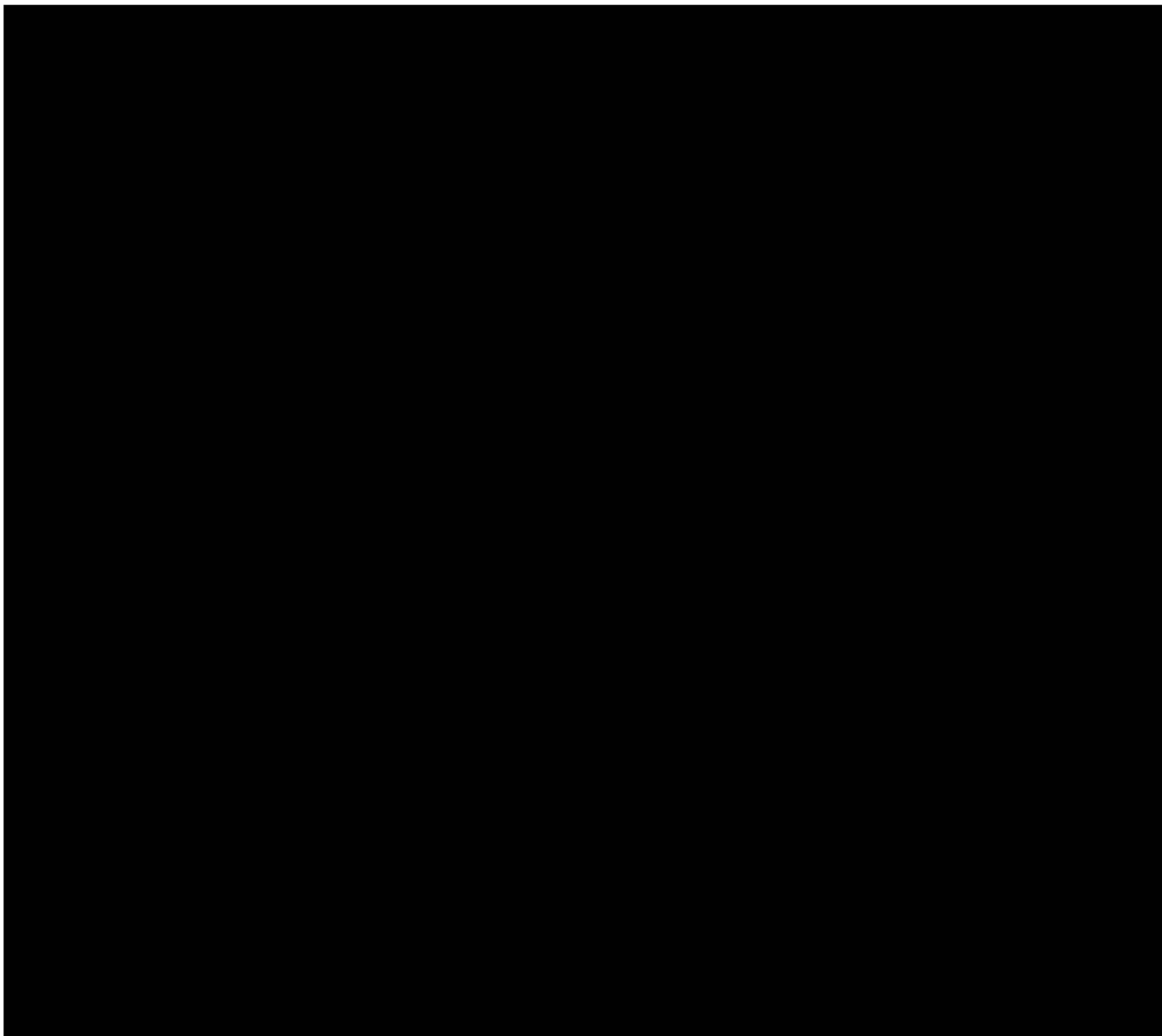
CENTRAL OF GEORGIA RAILROAD COMPANY

BY:

A handwritten signature in cursive script, appearing to read "J. L. Pharr", written over a horizontal line.
Vice President-TransportationA handwritten signature in cursive script, appearing to read "Lyda L. Leach", written over a horizontal line.

(savannah\mullins\sserc.doc)
November 11, 1996

EXHIBIT B



PUBLIC VERSION

**BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, DC**

FD 36872

**CENTRAL OF GEORGIA RAILROAD COMPANY – TRACKAGE RIGHTS
EXEMPTION – SOUTHERN ELECTRIC RAILROAD COMPANY**

VERIFIED NOTICE OF EXEMPTION

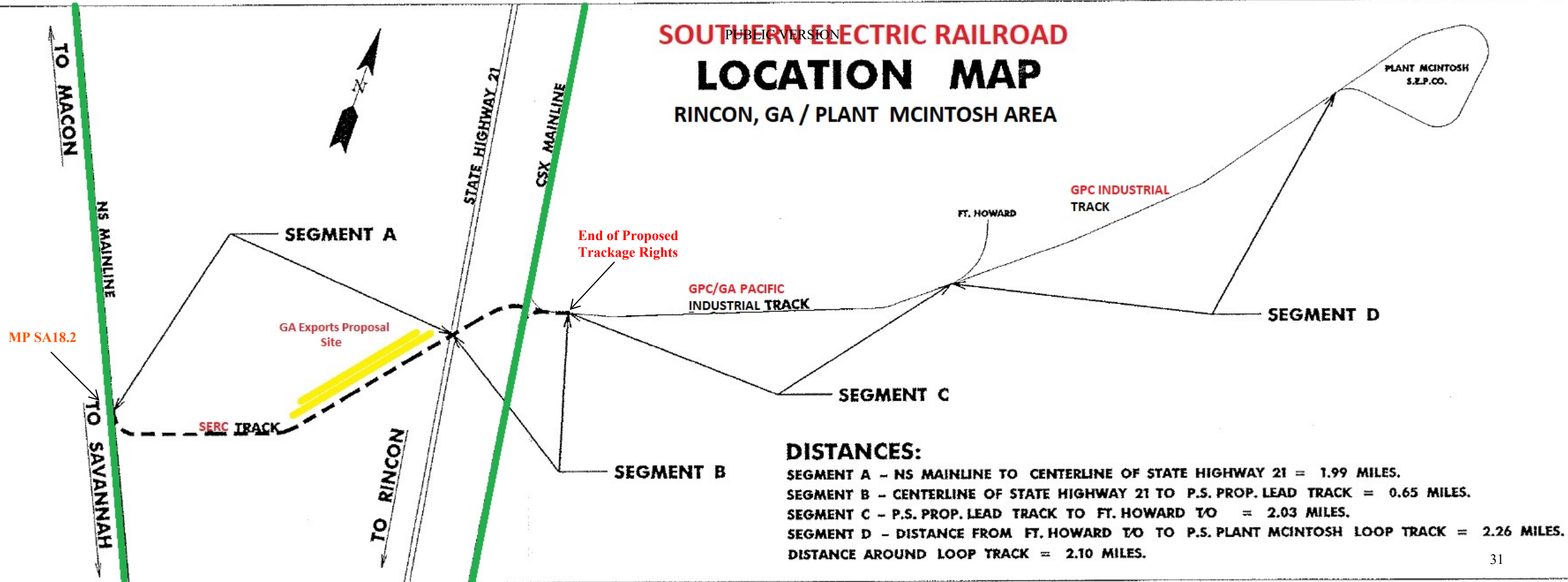
EXHIBIT B

MAP

PUBLIC VERSION
SOUTHERN ELECTRIC RAILROAD

LOCATION MAP

RINCON, GA / PLANT MCINTOSH AREA



PUBLIC VERSION

**BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, DC**

FD 36872

**CENTRAL OF GEORGIA RAILROAD COMPANY – TRACKAGE RIGHTS
EXEMPTION – SOUTHERN ELECTRIC RAILROAD COMPANY**

VERIFIED NOTICE OF EXEMPTION

EXHIBIT C

CERTIFICATION AND VERIFICATION

CERTIFICATION AND VERIFICATION

I, Michael McClellan, Vice President, for the Central of Georgia Railroad Company, declare under penalty of perjury that I am authorized to make this verification on behalf of Central of Georgia Railroad Company, and that the information included in the foregoing Verified Notice of Exemption is true and correct to the best of my knowledge and belief.

Executed on January 13, 2026.



Michael McClellan

Vice President for the Central of
Georgia Railroad Company