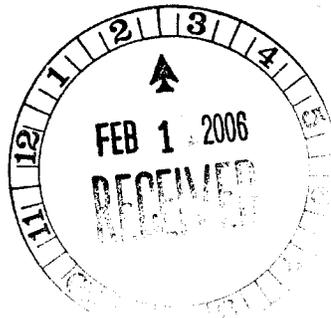


1001 G Street, N.W.
Suite 500 West
Washington, D.C. 20001
tel. 202.434.4100
fax 202.434.4646

February 1, 2006

Hon. Vernon A. Williams
Secretary
Surface Transportation Board
1925 K Street, N.W.
Room 711
Washington, DC 20423



Writer's Direct Access
Martin W. Bercovici
(202) 434-4144
bercovici@khlaw.com

215711

Re: Albemarle Corporation--Petition for Declaratory Order--Certain Rates and Practices of The Louisiana and North West Railroad Company, Docket No. NOR-42096

Dear Secretary Williams:

Enclosed, please find for filing in the above-captioned docket an original and ten (10) copies of the Petition for Declaratory Order of Albemarle Corporation. Also enclosed is a compact disk containing the Petition, and our check in the amount of the requisite filing fee in accordance with 49 C.F.R. § 1002.2(f)(58)(i).

Please date stamp and return to the bearer of this letter an additional copy of the complaint tendered herewith to evidence Board receipt of this Petition.

Your attention to this matter is appreciated.

Sincerely,

Martin W. Bercovici

cc: Aaron L. Clark
John Dewey Watson, Esq.

FILED

FILED
Office of Proceedings

TRANSPORTATION BOARD

Part of
Public Record

215711



Before the
SURFACE TRANSPORTATION BOARD
Washington, DC 20423

ALBEMARLE CORPORATION—PETITION)
FOR DECLARATORY ORDER—CERTAIN)
RATES AND PRACTICES OF THE LOUISIANA)
AND NORTH WEST RAILROAD COMPANY)

Docket No.
NOR-42096

PETITION FOR DECLARATORY ORDER OF ALBEMARLE CORPORATION

FILED

TRANSPORTATION BOARD

Of Counsel:
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BELL LAW FIRM, P.A.
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Magnolia, AR 71754
870-234-6111

Jim L. Julian
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ALBEMARLE CORPORATION

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Washington, DC 20001
202-434-4144
202-434-4646 (fax)
Its Attorneys

February 1, 2006

FILED

Office of Public Hearings

TRANSPORTATION BOARD

Public Hearing

**Before the
SURFACE TRANSPORTATION BOARD
Washington, DC 20423**

ALBEMARLE CORPORATION—PETITION)	
FOR DECLARATORY ORDER—CERTAIN)	Docket No.
RATES AND PRACTICES OF THE LOUISIANA)	NOR-42096
AND NORTH WEST RAILROAD COMPANY)	

Albemarle Corporation (“Albemarle”) respectfully submits this Petition for Declaratory Order seeking a determination by the Surface Transportation Board (“STB” or “Board”) of the reasonableness of certain rates, charges and practices of The Louisiana and North West Railroad Company (“LNW”). This proceeding arises out of a referral from the United States District Court for the Western District of Arkansas, El Dorado Division, in *Albemarle Corporation vs. The Louisiana and North West Railroad Company*, No. 1:06-CV-01002, in accordance with 5 U.S.C. § 554(e), 28 U.S.C. § 1336(b) and 49 U.S.C. § 721. A copy of the Court’s order, entered January 23, 2006, is attached as Exhibit 1.¹

I. The Parties

Albemarle is a Virginia corporation, with administrative offices located at 451 Florida Street, Baton Rouge, Louisiana, 70801, that operates chemical production facilities, as pertinent to this Petition, at Magnolia, Arkansas.

LNW is a Louisiana corporation, headquartered at 340 West Main Street, Homer, LA 71040. LNW is a railroad common carrier that operates rail freight transportation service

¹ “[P]etitions for issuance of a declaratory order premised on referral from a court are routinely accepted and treated procedurally in the same manner as a complaint.” *Delegation of Authority—Declaratory Order Proceedings*, 5 I.C.C.2d 675, 676 (1989), cited in *Martin Gas Sales, Inc.—Petition for Declaratory Order—Certain Rates and Practices of Union Pacific Railroad Company*, STB Docket No. 43082 (Office of Proceedings, served Nov. 14, 2003).

between McNeil, Arkansas, where it connects with the Union Pacific Railroad, to Gibsland, Louisiana, where it interchanges with The Kansas City Southern Railway, a distance of approximately 62.6 miles. LNW's route of service includes Albemarle's South Plant at Magnolia, Arkansas.

II. Background

Albemarle produces bromine and bromine-related products at its Magnolia, Arkansas South Plant, located approximately 7 miles south of town. The plant operates 24 hours per day, 7 days per week. Chlorine is utilized in the bromine production process. Both the chlorine and the bromine products are DOT regulated hazardous materials. Albemarle both ships and receives products by rail, utilizing the LNW which is the sole rail carrier serving Albemarle's plant. Albemarle's predominant use of rail transportation service is for the receipt of inbound raw materials and for switching service, car storage and weighing. Albemarle receives approximately 1,300 rail car shipments per year, of which approximately 600 are chlorine cars. The inbound movements are controlled by Albemarle's suppliers. Once the cars arrive at the plant, and particularly considering that LNW provides service only 4 days per week, switching and temporary storage are essential to maintain Albemarle's operations. Given the configuration of the plant, switching both to and from the storage tracks and also on the plant lead tracks requires access to the LNW mainline.

Albemarle and its predecessors have had a relationship with LNW for more than 35 years. In addition to the transportation services rendered by LNW, certain of the pipelines serving Albemarle's plant cross under the LNW rail line.

On Wednesday, November 23, 2005—the day prior to Thanksgiving day, Aaron Clark, LNW's Vice-President and General Manager, placed a series of telephone calls to Danny Wood,

Albemarle's Supply Chain Manager, who then was on vacation, urgently seeking an immediate face-to-face meeting for an unspecified reason. When Mr. Clark insisted on a meeting that day advising that he was acting on instructions from LNW's chief executive officer, Mr. Wood agreed to meet at a parking lot, at which Mr. Clark handed Mr. Wood a letter stating that all track leases between Albemarle and LNW and pipeline rights-of-way would terminate in 30 days unless Albemarle agreed to a \$100,000 monthly fee, and further that "all switching services for Albemarle on Albemarle tracks within its plant" would terminate in 20 days unless Albemarle further agreed to an increase in switching fees to \$500 per car, subject to a minimum of 8 cars switched per day, 4 days per week (\$832,000/year), regardless of the number of cars actually switched per day or the number of days switching actually was performed per week. The four days per week service level is the current service level of LNW (line haul and switching).² At that time, Albemarle was paying LNW approximately \$6-7,000 per year for the track leases and pipeline rights-of-way and \$121 per car switched, with no minimum. During 2004, Albemarle paid LNW approximately \$184,000 for switching services. The new lease and rights-of-way fees demanded by LNW constituted a TWENTY-THOUSAND PERCENT (20,000%) increase, and the switching fees at least a 350% increase. In addition, LNW demanded that Albemarle enter into a minimum 10-year contract, at least for the leases and rights-of-way, with LNW having the sole and unilateral right to increase annually the charges and the sole and unilateral right to terminate the agreement on 30-days notice.³

² LNW had provided service more frequently, but unilaterally reduced the service from 6 days to 5 days per week in July 2001 and from 5 days to 4 days per week in January, 2002. Notwithstanding its proposal to charge for a minimum of service 4 days per week, there is no assurance that LNW will not further reduce its service level.

³ A copy of the November 23, 2005 letter is attached as Exhibit 2.

On December 8, 2005, Albemarle representatives met with Gerald Hausman, CEO of LNW, at his offices in Chicago, Illinois. That meeting failed to produce a substantive agreement. Although Albemarle and LNW discussed an extension of the deadline contained in the November 23 letter of various periods, LNW subsequently advised that it was extending its deadline only one week.

Following the December 8th meeting, Albemarle continued its discussions with Mr. Hausman, and also with Mr. Robert Iwamoto, who is understood to be the principal shareholder/owner of a company that owns the controlling interest in LNW. On December 16, 2005, Albemarle requested that LNW continue to provide storage, switching and weighing services and that LNW provide reasonable rates.⁴ LNW verbally responded that Albemarle's only alternative was to accept the 10-year contract offer or a 5-year alternative contract at a significantly higher unit cost. Notwithstanding, however, as Albemarle subsequently learned, LNW purportedly on December 1, 2005, had issued Freight Tariff LNW 8002-E, cancelling Freight Tariff LNW 8002-D, with an effective date of December 21, 2005, covering switching, a "hold charge" for loaded and empty cars held on the tracks of LNW at the request of or conditions attributable to the receiver or consignee, and weighing. LNW first mentioned this tariff to Albemarle in a conversation between Justine MacDonald, Albemarle's Vice President-Supply Chain, and Thomas Foley, counsel to Mr. Iwamoto, held on December 20, 2005. Only after Ms. MacDonald requested a copy following that conversation did Albemarle receive the tariff on December 21, 2005. Also on that date, Mr. Foley notified Albemarle by e-mail (the expiration of the notice period, as extended) that LNW immediately was terminating all switching and weighing service, which Albemarle understood to mean would include both

⁴ Shippers may request that service be furnished and rates be provided pursuant to 49 U.S.C. § 11101 and 49 C.F.R. § 1300.2.

switching of the plant and also switching between the plant and the storage tracks, and that cars on LNW's tracks would be subject to a \$1,000 per day hold tariff as of December 23, 2005.⁵

LNW's Freight Tariff 8002-E provides, in pertinent part, the following:

Item 100: Switching cars originating on or destined to tracks located within Albemarle's plant facility at Ethyl, AR,⁶ at a charge of \$500 per car, subject to a minimum of 8 cars per day, 4 days per week (minimum of \$16,000 per week);

Item 110: Switching of cars from or to hold tracks of \$500 per car;

Item 115: A hold charge of \$1,000.00 per car, per day or fraction thereof, for holding cars at the request of receiver or consignee on the tracks of LNW, and

Item 200: Weighing of cars at the request of consignor or consignee (but not for the assessment of freight charges) of \$150.00 per car when the cars do not move out of route of movement, and \$350.00 when cars do move out of route of movement or require a backhaul.

Whereas all services then received by Albemarle were rendered under contractual arrangements, on December 21, 2005 Albemarle sought a Temporary Restraining Order ("TRO") and other injunctive relief from the Circuit Court of Columbia County, Arkansas, alleging, *inter alia*, that LNW was in breach of the duties of good faith and fair dealings in accordance with Arkansas law, Case No. CIV-2005-216-6. An order granting a temporary restraining order was entered on December 21, 2005. Thereafter, LNW removed the action to

⁵ The e-mail message is attached as Exhibit 3; Freight Tariff LNW 8002-E is attached as Exhibit 4.

⁶ Ethyl, AR is located at MP 13.0 on the LNW line and is the LNW designation for the Magnolia plant.

Federal court and filed an Answer and Counterclaim, and a Motion to Dissolve or Modify Temporary Restraining Order.

In a further attempt to resolve this matter, the parties held a meeting in Chicago on January 9, 2006. LNW was represented by Mr. Hausman, with Mr. Iwamoto and Mr. Foley. Albemarle was represented by Ms. MacDonald and Albemarle's legal counsel Jon Woltmann. That meeting proved unsuccessful in reaching a settlement. Albemarle then replied to LNW's pleadings with a Motion to Sever and a request to remand the pipeline issues to state court and to refer the transportation issues under the new tariff to the Board.

A hearing was held before the Honorable Harry Barnes of the United States District Court for the Western District of Arkansas, El Dorado Division, on January 19, 2006. Following said hearing, Judge Barnes issued the order of referral identified as Exhibit 1.

After January 1, 2006, LNW unilaterally changed its operating practices and/or switching policies to, among other things, (i) terminate its linehaul service upon delivery of inbound rail cars to Albemarle's main lead track inside the plant gate, (ii) impose a switching charge to spot inbound rail cars on the specific lead track and at a location convenient to Albemarle to unload, as directed by Albemarle plant personnel, and (iii) impose a switching charge for each car in a line of cars that is moved incidental to a car switching movement. The established practice of LNW had been to spot cars on delivery as directed by Albemarle on the individual lead track and at the locations convenient for unloading, and LNW had not assessed either multiple charges for moving or switching groups of cars or charges for the spotting of inbound cars.

III. Issues Presented

The Order of the United States District Court refers to the Board "the issues of the reasonableness of LNW's rates and charges under the tariffs and of LNW's practices in applying these rates and charges." LNW requests the Board to consider the following issues presented by Freight Tariff LNW 8002-E and any superseding tariffs which may be issued by LNW during the pendency of this proceeding:

1. Whether it is reasonable under 49 U.S.C. §§ 10701 and 10702 for LNW to impose a switching charge of \$500.00 per car switched as set forth in Items 100 and 110 of Tariff 8002-E?
2. Whether it is reasonable under 49 U.S.C. §§ 10701 and 10702 for LNW to impose switching charges based on a minimum number of switches per day and a minimum number of days per week as set forth in Item 100 of Tariff 8002-E?
3. Whether LNW has a duty to spot cars on delivery at a location convenient to Albemarle for unloading?
4. Whether it is reasonable under 49 U.S.C. § 10702 for LNW to assess a switching charge to spot cars being delivered at a location convenient to Albemarle to unload said cars?
5. Whether it is reasonable under 49 U.S.C. § 10702 for LNW to assess a switching charge on each car in a line of cars that is moved incidental to a car switching movement?
6. Whether it is reasonable under 49 U.S.C. §§ 10701 and 10702 for LNW to impose a hold charge of \$1,000.00 per car per day, or fraction of a day, for cars held on the tracks of LNW?

7. Whether it is lawful under 49 U.S.C. § 10702 for LNW to impose a hold charge for cars held on tracks owned by Albemarle?
8. Whether the weighing charges set forth in Item 200 of Tariff 8002-E are reasonable under 49 U.S.C. §§ 10701 and 10702?
9. Whether it is reasonable and otherwise lawful under 49 U.S.C. §§ 10702 and 11101 for LNW to change its practices with regard to switching and billing therefore without prior notice to Albemarle? and,
10. Whether it is lawful under 49 U.S.C. § 11101 and 49 C.F.R. Part 1300 for LNW to seek to impose its Tariff 8002-E charges prior to having given Albemarle 20 days actual notice?

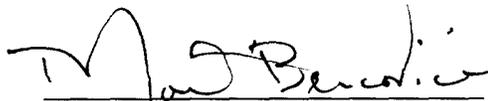
IV. Relief Sought

Albemarle Corporation respectfully requests the Surface Transportation Board to initiate a declaratory ruling proceeding to determine if the rates and charges set forth in Tariff 8002-E of The Louisiana and North West Railroad Company applicable to switching, storage and weighing and LNW's practices in applying said rates and charges are reasonable, as requested by the United States District Court for the Western District of Arkansas; ultimately to find that said rates, charges and practices are not reasonable or otherwise lawful, and to determine the reasonable charges for said services. The Board has jurisdiction based on the order of referral from the United States District Court, and further, in regard to the rates at issue, based on LNW having market dominance over the transportation to which those rates apply. The constrained market pricing standard of the Board would be appropriate to address the rate reasonableness issues, and Albemarle suggests use of the procedural schedule at Section 1111.8 of the Board's rules.

Neither this proceeding nor the granting of the relief requested herein will constitute a major federal action significantly affecting the environment or the conservation of energy resources.

Respectfully Submitted,

ALBEMARLE CORPORATION



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bercovici@khlaw.com
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behr@khlaw.com
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1001 G Street, N.W.
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870-234-6111

Jim L. Julian
CHISENHALL, NESTRUD, & JULIAN P.A.
400 West Capitol, Suite 2840
Little Rock, AR 72201
501-372-5800

February 1, 2006

CERTIFICATE OF SERVICE

I, Tammy Hines, a secretary at the law firm of Keller and Heckman LLP hereby certify that on this 1st day of February, 2006 I have served the foregoing Petition for Declaratory Order of Albemarle Corporation on the following by the means shown below:

The Louisiana and North West Railroad Company
c/o Chief Legal Officer or Aaron L. Clark, Vice-President and General Manager
304 West Main Street
Homer, LA 71040

Via Overnight Delivery and via electronic mail (c/o Aaron L. Clark, Vice-President and General Manager) at:
alclarklnw@bellsouth.net

John Dewey Watson
Friday, Eldredge & Clark
400 West Capitol Avenue, Suite 2000
Little Rock, Arkansas 72201

Attorney for The Louisiana and North West Railroad

Via Overnight Delivery and via electronic mail to watson@fec.net

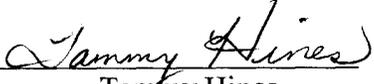

Tammy Hines

Exhibit 1

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF ARKANSAS
EL DORADO DIVISION

ALBEMARLE CORPORATION

PLAINTIFF

VS.

Case No. 06-CV-1002

LOUISIANA AND NORTHWEST
RAILROAD COMPANY

DEFENDANT

ORDER

Three motions are before the Court: (1) LNW's Motion to Dissolve or Modify Temporary Restraining Order (Doc. 3); (2) Albemarle's Motion to Sever and Remand (Doc. 7); and (3) Albemarle's Motion to Transfer Case to the Surface Transportation Board (STB) (Doc. 9). A hearing was conducted relative to these motions on January 19, 2006. The Court finds these motions ripe for consideration. Upon consideration the Court finds the Motion to Dissolve or Modify Temporary Restraining Order (Doc. 3) should be and hereby is granted in part and denied in part; Albemarle's Motion to Sever and Remand (Doc. 7) should be and hereby is denied; and (3) Albemarle's Motion to Transfer Case to the Surface and Transportation Board (STB) (Doc. 9) should be and hereby is granted. Based on the arguments as presented by the parties in their briefs and motions and the record before the Court, the Court hereby makes the following orders:

IT IS ORDERED that the temporary restraining order entered by the Circuit Court of Columbia County, Arkansas, be modified to become a preliminary injunction, which will be separately entered in and consistent with the Court's Findings of Fact and

Exhibit 2



**THE LOUISIANA AND NORTH WEST
RAILROAD COMPANY**

"Since 1888"

Aaron L. Clark
Vice-President & Gen. Mgr.

P. O. Box 60
304 West Main Street
Homer, LA 71040

Phone: 318-927-2031
Fax: 318-927-2549
E-mail: aclarklnw@bellsouth.net

November 23, 2005

Mr. Danny Wood
Albemarle Corporation
Post Office Box 729
U.S. Highway 79 South
Magnolia, AR 71753

Re: Louisiana & North West Railroad Company Leases and Switching Services

Dear Mr. Wood:

As indicated in separate correspondence to you this date, the Louisiana & North West Railroad ("LNW") has given written notice of its intention to terminate the leases and agreements with Albemarle Corporation listed on Exhibit A, attached. However, LNW proposes new a new comprehensive Agreement to replace those terminated leases and agreements under the following terms and conditions:

- LNW will lease the tracks identified in those agreements listed in Exhibit A and will allow the pipelines identified in agreements listed in Exhibit A to cross its property for a monthly payment of \$100,000;
- The new Agreement shall remain in effect for no less than 10 years;
- LNW shall retain the option at its sole discretion to increase annually the amount of the monthly payment.
- LNW shall retain the right to terminate the new agreement upon thirty (30) days written notice to Albemarle.

As a separate matter, LNW now performs switching services for Albemarle on Albemarle's own tracks located within Albemarle's plant property. In order to continue providing those services, LNW will require a contractual commitment from Albemarle to the following terms and conditions:

- Albemarle agrees to pay a switching fee of \$500 per car switched;
- Albemarle agrees to pay LNW for a minimum of 8 cars switched per day even if the actual number of cars switched is fewer than 8;
- Albemarle agrees to pay LNW for a minimum of 4 days of switching services per week even if the actual number of days of switching is fewer than 4;
- Albemarle agrees to pay a minimum of \$16,000 per week to LNW for switching services;

If Albemarle does not agree to these terms, LNW will cease all switching services for Albemarle on Albemarle tracks within its plant twenty (20) days from the date of this letter.

I look forward to hearing from you concerning both of these proposals.

Very Truly Yours,

A handwritten signature in cursive script that reads "Aaron Clark".

Aaron Clark
Vice President & General Manager
Louisiana & North West Railroad Company

EXHIBIT A

- **Track Lease Agreement dated August 1, 1999 covering Yard Tracks A & B at Mile Post 13.1 of the rail line, LNW Agreement #876**
- **Track Lease Agreement dated August 1, 1999 covering a side track at State Line beginning at Mile Post 25 of the rail line, LNW Agreement #877**
- **Agreement dated January 11, 1969 concerning a 4" pressure gas pipeline located approximately 153' south of Mile Post 11 on the rail line, LNW Agreement #679**
- **Agreement dated January 11, 1969 concerning a 10" transite feed brine pipeline located approximately 114' south of Mile Post 11 on the rail line, LNW Agreement #680**
- **Agreement dated January 11, 1969 concerning a 10" transite feed brine pipeline located approximately 503' south of Mile Post 14 on the rail line, LNW Agreement #681**
- **Agreement dated March 17, 1969 concerning a 6" gas pipeline located at a point 1427' northwest of point of switch on spur to your plant at Columbian County, Arkansas, LNW Agreement # 687**
- **Pipe Line Crossing Agreement dated March 1, 1990 covering 6.625" OD Pipe Line 163' south of Mile Post 11 of the rail line, LNW Agreement #830**
- **Agreement dated October 20, 1969 concerning 10" transite pipeline approximately 123' south of Mile Post 11 of the rail line, LNW Agreement #691**
- **Track Lease Agreement dated October 26, 1976 concerning side track known as the Kerlin Passing Track located at approximately Mile Post 12 of the rail line, LNW Agreement #757**
- **Track Lease Agreement dated November 1, 1984 concerning side track known as the Switch Track located approximately at Mile Post 13.2 of the rail line, LNW Agreement #806**
- **Track Lease Agreement dated November 1, 1984 concerning side track known as Side Track C located approximately at Mile Post 13.1 of the rail line, LNW Agreement #807**
- **Agreement for Industry Track dated November 5, 1976 concerning side track at approximately Mile Post 13.23 of the rail line, LNW Agreement #756**

Exhibit 3



"Thomas Foley"
<Foley@YHPRO.com>
12/21/2005 11:08 AM

To: <Justina_MacDonald@albemarle.com>
cc: "Jon_Woltmann" <Jon_Woltmann@albemarle.com>
Subject: Impassa. Notice of termination of Services and Leases

It is my understanding as follows:

You and Gerry Hausman had successfully concluded negotiation for a ten year lease amendment and switching agreement. The ten year term was requested by you and endorsed by LNW. You found out after the fact that your corporate authority was limited to no more than a five year term and therefor pulled the ten year commitment. On December 13th we proposed the terms and conditions of a five year commitment. The offer was not responded to and we presume therefor that it was rejected. You requested an extension of a week to allow your CEO to consider the terms of the ten year agreement which you and Gerald Hausman had negotiated. Your CEO summarily has rejected that offer. Your counter offers are hereby rejected. The one week extension on switching terminated yesterday. The leases terminate on Friday. You have the federal tariff which imposes a hold charge of \$1,000 a day per car on LNW property. Yesterday you told me that you have alternatives and told me further that your CEO said he might as well buy the railroad as enter into the terms agreed to on the ten year commitment. I have communicated the foregoing to Robert Iwamoto who regards your comment of alternative means a threat, and told me that your CEO is presumptuous to assume the railroad would be sold to Albemarle. In any case, based on the foregoing facts it is the decision of LNW as follows:

1. All switching and weighing is to terminate immediately.
2. All leases, rights of way and agreements referenced in the draft amendment will, pursuant to the existing 30 day notice, terminate on Friday.
3. The use of tracks, and pipes on LNW property, licenses and easements terminate Friday December 23rd.
4. All cars on LNW tracks/property will be subject to a \$1,000 a day hold tariff effective December 23rd.
5. Albemarle presence on or use of LNW tracks or property will constitute trespass

Please pursue your alternatives. Robert N. Iwamoto, Jr has directed me to fax this email to Gerald Hausman and communicate its contents to field personnel this date.

cc: Gerald Hausman

Thomas M. Foley, AAL, LLLC
1620 Ala Moana Blvd, Suite 510
Honolulu, HI 96815
Phone: 1-808-237-4111
Cellular: 1-808-226-5754
Fax: 1-808-237-4112

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To ensure compliance with requirements imposed by the IRS, please note that any tax advice contained in this email communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of avoiding tax-related penalties under the Internal Revenue Code or promoting, marketing or recommending to another party any TAX-RELATED matter addressed in this email communication.

Exhibit 4

FT LNW 8002-E
(Cancels FT LNW 8002-D)

**THE LOUISIANA AND NORTH WEST
RAILROAD COMPANY**

FREIGHT TARIFF LNW 8002-E
(Cancels Freight Tariff LNW 8002-D)

RULES AND CHARGES

GOVERNING

SWITCHING

ALSO

WEIGHING

AT ALL STATIONS ON

THE LOUISIANA AND NORTH WEST RAILROAD COMPANY

This tariff is also applicable on intrastate traffic, except where expressly provided to the contrary in connection with particular items.

This tariff is also governed by LNW General Demurrage Rules and Charges Tariff LNW 6000, supplements thereto or successive issues thereof.

ISSUED: December 1, 2005

EFFECTIVE: December 21, 2005

ISSUED BY:

**G. L. White
Marketing Manager
P. O. Box 60
304 West Main Street
Homer, LA 71040**

(The provisions published herein, if effective, will not result in an effect on the quality of the human environment.)

FREIGHT TARIFF LNW 8002-E

<p align="center">RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - GENERAL</p>	<p align="center">SECTION 1 SWITCHING</p>
<p>ITEM 10</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>When reference is made in this tariff to items, it includes "reissues" of such items.</p>	<p>ITEM 100</p> <p align="center">SWITCHING</p> <p align="center">(Applicable on all commodities, carloads and/or empties)</p> <p>The LNW will switch all cars originating on or destined to tracks located within Albermarle's plant facility located at Ebsyl, A.R. at a charge of \$500.00 per car, subject to a minimum eight (8) cars per day, minimum of four (4) days per week (minimum \$16,000.00 per week). (1)</p>
<p>ITEM 20</p> <p align="center">METHOD OF CANCELING ITEMS</p> <p>As this tariff is supplemented, numbered items with lettered suffixes cancel correspondingly numbered items in the original tariff or in a prior supplement. Letter suffixes will be used in alphabetical sequences starting with A. Example: Item 100-A cancels Item 100 and Item 300-B cancels Item 300-A in a prior supplement which in turn cancelled Item 300.</p>	<p>ITEM 110 [A]</p> <p align="center">SWITCHING TO AND FROM HOLD TRACK</p> <p>The LNW will assess charge of \$500.00 per car, loaded or empty, from movement of car to or from hold tracks (See Item 115).</p>
	<p>ITEM 115 [A]</p> <p align="center">HOLD CHARGE</p> <p>Cars, loaded or empty, held on tracks of the LNW at the request of receiver or consignee, or as a result of any other condition attributable to the receiver or consignee, will be subject to a hold charge of \$1000.00 per car, per day, or fraction of a day, computed from time car is first held until car is released from hold.</p>
	<p align="center">SECTION 2 WEIGHING AND REWEIGHING</p> <p>ITEM 200</p> <p align="center">WEIGHING AND REWEIGHING</p> <p>When weights are obtained for the assessment of freight charges on outbound or on line haul traffic, no charge will be made by the LNW for the service.</p> <p>When weights are obtained at the request of consignor, consignee, any agent thereof, or foreign rail carrier, either empty or loaded, and cars to be weighed or reweighed do not move out of route or involve a backhaul, a charge of \$150.00 per car will be assessed.</p> <p>When weights are obtained at the request of consignor, consignee, any agent thereof, or foreign rail carrier, either empty or loaded, and cars to be weighed or reweighed must move out of route or involve a backhaul, a charge of \$350.00 per car will be assessed.</p>
<p align="center">For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.</p>	

FREIGHT TARIFF LNW 8002-E

EXPLANATION OF ABBREVIATION AND REFERENCE MARKS	
LNW - The Louisiana and North West Railroad Company [A]- Addition [R] - Reduction/Decrease [I] - Increase [NC] - No change	
For explanation of terms and explanation of abbreviations and reference marks, see last page of tariff.	