



Indiana Southern Railroad

A RailAmerica Company



Freight Tariff ISRR 4400-C

(Cancels Freight Tariff ISRR 4400 B)

NAMING
LOCAL & PROPORTIONAL RATES
ON CARLOADS OF GRAIN BETWEEN STATIONS
OF
THE INDIANA SOUTHERN RAILROAD

This tariff applies on interstate traffic and intrastate traffic in the State of Indiana

NOTICE

The provisions herein will, if effective, not have a negative impact on the quality of the human environment or energy consumption. Governed, except as otherwise noted, by the Uniform Freight Classification (UFC), as provided in Item 5

Issued: Sept. 5, 2007

Effective: October 1, 2007

ISSUED BY:
INDIANA SOUTHERN RAILROAD
P.O. BOX 158
PETERSBURG, IN 47567

| | | |
|--------------|---|--|
| ITEM | APPLICATION OF RULES AND ACCESSORIAL CHARGES | |
| 10 | This Tariff, unless otherwise noted, is governed by all rules and charges of FT ISRR 9000 Series, FT ISRR 9002, FT ISRR 8000 Series and FT ISRR 6001 Series. | |
| ITEM | PAYMENT AND CREDIT TERMS | |
| 90 | <p>All charges under this tariff must be prepaid, unless a satisfactory line of credit is established with ISRR. Charges for services rendered under terms of this tariff will accrue against the customer located on the ISRR, unless other arrangements have been made with ISRR prior to performance of service. An Application for Credit Form is appended to this tariff.</p> <p>All payments for services covered herein are due and payable within fifteen (15) days following the Freight Bill date. The rules applicable to payments and credit terms are in accordance with those found in 49 CFR 1320. Payments received after the expiration of the credit period shall be subject to a service charge of one and one-half percent (1 1/2%) per month (or fraction thereof) of the outstanding balance.</p> | |
| ITEM | LIST OF APPLICABLE COMMODITIES | |
| 200 | Rates named in this Tariff making reference to this Item will apply on straight carloads of the following commodities as described in STCC 6001 Series only | |
| | STCC | COMMODITY |
| | 01-1XX-XX | Field crops |
| ITEM | LOCAL RATES | |
| 405 | <p>General Rules and Application of Rates:</p> <ul style="list-style-type: none"> (1) Rates applicable in privately owned or leased equipment (See Note 2); ISRR controlled equipment, subject to availability. (2) No mileage allowance will be paid on privately owned or leased cars. (3) Unless otherwise provide ISRR will not absorb any switching in these rates except where noted. (4) ROUTE: ISRR direct, reverse application applies on all rates for rejected loads returning to origin only. (5) Rates are subject to FT ISRR 9002 fuel surcharge provisions. (6) Rates may NOT be used for beyond or proportional rates. (7) Rates subject to change on 20 days notice. | |
| ITEM | Origin: | Rates in dollars per car |
| 405.1 | ISRR Served Industries in Plainville, IN | <p>Destinations</p> <p>Indiana Stations:</p> <p>Daylight \$220 Pvt. cars; \$330 RR cars</p> <p>Evansville* \$500 Pvt. cars; \$670 RR cars</p> <p>Graham \$100 Pvt. cars; \$175 RR cars</p> <p>* CSX destination switching at Evansville, IN is absorbed up to \$250 maximum.</p> |

Indiana Southern Railroad

PO Box 158 • Petersburg, IN • 47567 • 561-226-6809 • Fax 561-241-5397 •

Email Address: astephens@railamerica.com

Application for Credit

Line of Credit Requested \$ _____ Present Balance \$ _____ Date ____/____/____

Company Name _____ Phone _____
(Area code & number)

D/B/A _____ For Past _____ Years

Address _____
(Street) (City) (State) (Zip)

Former Business Address (If Applicable) _____

Federal Tax I D Number _____

OWNERSHIP: Sole Owner Partnership Corporation

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

If yes, give name and address _____

TRADE REFERENCES: (Minimum of 3)

Name _____ Address _____ Phone _____ Acct. No. _____

Name _____ Address _____ Phone _____ Acct. No. _____

Name _____ Address _____ Phone _____ Acct. No. _____

BANK REFERENCE: Checking Savings Loan

Name _____ Dept. _____ Acct. No. _____

Mailing Address _____ Phone No. _____

CITY _____ STATE _____ ZIP CODE _____

TYPE OF BUSINESS: _____
TAX EXEMPTION #: _____ STATE ISSUED: _____

**ADDITIONAL INFORMATION TO BE
COMPLETED ON NEXT PAGE**



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OUR TERMS ARE NET 15 DAYS FROM DATE OF INVOICE. APPLICANT'S SIGNATURE ATTESTS FINANCIAL RESPONSIBILITY, ABILITY, AND WILLINGNESS TO PAY OUR INVOICES IN ACCORDANCE TO TERMS. A SERVICE CHARGE OF 1 ½% PER MONTH, WHICH IS AN ANNUAL RATE IF 18%, WILL ACCRUE 30 DAYS AFTER INVOICE DATE.

I AUTHORIZE YOU 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.

IF MY ACCOUNT IS ACCEPTED, I AGREE TO PAY ACCORDING TO YOUR TERMS OF SALE. I FURTHER AGREE TO PAY ALL COLLECTION COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES INCURRED BY YOU IN COLLECTING OR ATTEMPTING TO COLLECT SUCH ACCOUNT.

FIRM NAME

DATE

SIGNATURE

TITLE

INDIVIDUAL PERSONAL GUARANTEE

Date _____

I, _____, residing at _____

For and in consideration of your extending credit at my request to _____
(Name of Company)

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

payment at _____ in the State of _____ of any obligation of the Company and hereby agree to bind myself to pay you on demand any sum which may become due to you by the Company whenever the Company shall fail to pay the same. 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 _____

JOINT PERSONAL GUARANTEE

Date _____

We, _____ and _____ his/her _____ residing at _____

_____, for and in consideration of your extending credit at my request to _____

_____ (herein after referred to as the "Company"), of which _____
(Name of Company) (Name)

is _____, hereby personally guarantee to you the payment at _____
(Title)

in the State of _____ of any obligation of the Company and we hereby agree to bind ourselves to pay you on demand any sum which may become due to you by the Company whenever the Company shall fail to pay the same. It is understood that this guaranty shall be a continuing and irrevocable guaranty and indemnity for such indebtedness of the Company. We do hereby waive notice of default, non-payment and notice thereof and consent to any modification or renewal of the credit agreement hereby guaranteed.

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

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



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