



Indiana Southern Railroad

A RailAmerica Company



FREIGHT TARIFF ISRR 4000 B SUPPLEMENT 1 (CANCELS ISRR 4000 B)

NAMING
LOCAL RATES
ON
BITUMINOUS COAL
FROM AND TO STATIONS ON 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
FOR GOVERNING CLASSIFICATIONS, SEE ITEM 5

ISSUED: DECEMBER 15, 2004

EFFECTIVE: FEBRUARY 1, 2005

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

CANCELLATION NOTICE

This tariff cancels FT ISRR 4000 A as of the effective date of this tariff. Provisions not carried forward from FT ISRR 4000 A are hereby canceled.

METHOD OF ADDING, CHANGING OR DELETING ITEMS IN THIS TARIFF

Changes to this tariff will be made by issuing supplements. These supplements will show the action taken on each item, namely:

- ▲ Increase
- Change resulting in neither an increase nor a decrease
- ◆ No Change
- ▼ Decrease

There will be only one supplement to this tariff in effect at any time. Any item contained in a prior supplement will be brought forward to subsequent supplements.

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GENERAL RULES AND REGULATIONS

ITEM	APPLICATION
20	<p>REFERENCE TO TARIFFS, ITEMS, NOTES AND RULES</p> <p>All provisions of FT ISRR 8000 series and FT ISRR 6001 series apply</p>
90	<p>PAYMENT AND CREDIT TERMS</p> <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>

SPECIAL RULES AND REGULATIONS

ITEM	APPLICATION
210	<p>CANCELLATION/CONSIGNMENT CHARGE</p> <p>A charge of \$435.00 will be assessed if a cancellation order is received less than eight (8) hours before the scheduled time of placement of empty cars at origin, or after the placement of empty cars at origin.</p>
215	<p>BLOCKING OF TRAINS</p> <p>Train tendered by a consignor to ISRR containing shipments destined to more than 1 destination or customer must have the cars blocked by destination and customer. Should it be necessary for ISRR to switch more than one block of cars from a train to a destination or customer because of consignor's failure to comply with this rule, a change of \$50.00 per block will apply for each additional block of cars.</p>
220	<p>CHANGING MAKE-UP OF TRAINS</p> <p>When sorting or rearranging the make-up of a unit train is required, a charge of \$50.00 per car will apply, payable by the party requesting this service.</p>

SECTION 1 – LOCAL RATES				
ITEM	APPLICATION			
300 ▲	Rates in this section apply on shipments of Bituminous Coal (STCC 11 212 xx). ROUTE: ISRR Except as noted, these rates also apply as proportional rates for movement by rail beyond the origin, and/or beyond the destination, subject to AAR accounting rule 11. Rates apply in shipper owned or leased open-top hopper cars. Subject to a minimum lading weight per car of 197,000 lbs. Except as otherwise provided, rates are subject to a minimum shipment of 5,000 net tons or 50 cars, whichever is less, shipped on one day from one origin to one destination on one bill of lading.			
	ORIGIN	DESTINATION	RATE	NOTES
300.1	Beehunter, IN	Campbells, IN	\$292.00 per car	268,000 lbs. maximum gross car weight
		Petersburg, IN	\$2.45 per net ton	
300.2	Gudgel, IN	Petersburg, IN	\$1.40 per net ton	
300.3	Hawthorne Mine, IN	Campbells, IN	\$3.12 per net ton	268,000 lbs. maximum gross car weight
		Petersburg, IN	\$3.05 per net ton	
300.4	Lynnville Mine, IN	Campbells, IN	\$4.55 per net ton	268,000 lbs. maximum gross car weight
		Petersburg, IN	\$149.00 per car	
300.5	Maysville, IN	Campbells, IN	\$3.93 per net ton	268,000 lbs. maximum gross car weight
		Petersburg, IN	\$85.00 per car	Applies in shipment of not less than 50 cars
			\$124.00 per car	Applies in shipments of not less than 25 cars
		Switz City, IN	\$1.33 per net ton	
300.6	Miller Creek Mine, IN	Campbells, IN	\$2.54 per net ton	268,000 lbs. maximum gross car weight
		Petersburg, IN	\$2.45 per net ton	
300.7	Somerville, IN	Campbells, IN	\$4.30 per net ton	268,000 lbs. maximum gross car weight
		Switz City, IN	\$3.23 per net ton	
300.8	Triad Mine, IN	Campbells, IN	\$2.53 per net ton	268,000 lbs. maximum gross car weight
		Petersburg, IN	\$2.45 per net ton	

SECTION 2 – JOINT LINE RATES

ITEM	APPLICATION
400	Cancelled due to obsolescence
410	Cancelled due to obsolescence
420	Cancelled due to obsolescence

EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS

AAR	Association of American Railroads
IN	Indiana
ISRR	Indiana Southern Railroad, Inc.
NSO	National Service Order, Western Trunk Line Committee, Agent
OPSL	Official List of Open and Prepay Stations, Station List Publishing Company, Agent
RER	The Official Railway Equipment Register, R.E.R. Publishing Company, Agent
RPS	Railroad Publication Services, Agent
STB	Surface Transportation Board
STCC	Standard Transportation Commodity Code
UFC	Uniform Freight Classification, Uniform Freight Classification Committee, Agent
▲	Increase
●	Changes resulting in neither an increase nor a decrease
◆	No Change
▼	Reductions

Indiana Southern Railroad Company

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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Email Address: astephens@railamerica.com

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 or 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 _____



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