

LAW OFFICES

JOHN H. BROADLEY & ASSOCIATES, P.C.

CANAL SQUARE
1054 THIRTY-FIRST STREET, N.W.
WASHINGTON, D.C.
20007

(202) 333-6025
(301) 942-0676 FAX

INTERNET
JBROADLEY@ALUM.MIT.EDU

September 10, 2009

JOHN H. BROADLEY

Honorable Anne K. Quinlan
Acting Secretary
Surface Transportation Board
395 E Street SW
Washington, D.C. 20423

Re: Finance Docket 35287, The Indiana Rail Road Company -- Trackage Rights
Exemption -- CSX Transportation, Inc.

Dear Ms. Quinlan:

Enclosed for filing in the captioned matter is a copy of the executed trackage rights agreement between The Indiana Rail Road Company and CSX Transportation, Inc.

Should you have any questions concerning this matter, please do not hesitate to call me at the above number.

Yours very truly,



John Broadley

Enclosure

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, entered into as of this 1st day of August, 2009 between CSX TRANSPORTATION, INC., hereinafter referred to as "CSXT" or "Owner", and THE INDIANA RAIL ROAD COMPANY, hereinafter referred to as "INRD" or "User".

WITNESSETH:

WHEREAS, By agreement dated May 15, 2008, INRD enjoys trackage rights over lines of CSXT between Sullivan and Carlisle, IN for purposes of handling coal from the Sunrise Mine at Carlisle, IN to Indianapolis Power & Light's ("IP&L") Harding Street electric generating station at Indianapolis, IN and Hoosier Energy's Merom electric generating station ("Agreement"); and

WHEREAS, INRD has an opportunity to handle additional coal from a mine at Oaktown, IN currently owned by Oaktown Fuels Mine No. 1, LLC, that would be served by the same coal loadout that serves the existing mine (henceforth, the "Oaktown Mine") to power generation facilities of Vectren at Culley, IN and IP&L at Harding Street (Indianapolis) and Petersburg, IN; and

WHEREAS, INRD's handling of the aforesaid additional coal will require expansion of the Agreement's grant of trackage rights to cover INRD's movements over lines of CSXT between Carlisle and Oaktown, IN; and

WHEREAS, The Parties are agreeable to the aforesaid additional handling of coal by INRD, and desire to cover same by Supplement to the Agreement.

NOW, THEREFORE, The parties hereto, intending to be legally bound, agree as follows:

1. ARTICLE 1. GRANT OF TRACKAGE RIGHTS is re-written in its entirety such that the "Subject Trackage" is as follows:

CSXT's CE&D Subdivision, between the connection of CSXT with trackage serving the Oaktown Mine being constructed at approximate Milepost (MP) OZA 219.05 approximately at Oaktown, IN, and the connection of CSXT with INRD at MP OZA 204.5 approximately at Sullivan, IN, a distance of 14.5 miles approximately.

This grant shall include the right of INRD to enter and exit the subject trackage at the facilities of Sunrise Coal Company at Carlisle, IN at MP OZA 214.5 approximately at Carlisle, IN, a distance of 10.0 miles approximately, from Sullivan.

2. ARTICLE 2. USE OF SUBJECT TRACKAGE , sub-article B is re-written in its entirety to read as follows:

B. Except as provided in Article 3A of this Agreement, User may use the Subject Trackage solely for the purposes of the overhead movements of loaded coal trains from the Oaktown Mine and the Sunrise Mine at Carlisle to Sullivan, IN and empty hopper trains from Sullivan to the aforesaid mines at Carlisle and Oaktown, IN.

3. ARTICLE 3. RESTRICTION ON USE, sub-articles A and B are re-written in their entireties as follows:

A. The Trackage Rights herein granted are granted for the sole purposes of INRD operating its loaded coal trains and empty hopper trains in overhead services between the loadout facilities at the Sunrise Mine and the Oaktown Mine or their successors or assigns, at Carlisle and Oaktown, IN respectively on the one hand, and INRD's line of railroad running east to west through Sullivan, IN on the other hand. As of the date of this Agreement, said coal and empty hopper trains operated by INRD shall be limited to those supporting Sunrise Coal Company's, or its successors' or assigns', contracts to provide coal to IPL's Harding Street electric generating station and Hoosier Energy's Merom generating station, and to Vectren Fuels, Inc's, or its successors' or assigns' and/or Lafayette Energy's contracts to provide coal to the Vectren generating station at Culley, IN and IPL's generating stations at Harding Street (Indianapolis) and Petersburg, IN.

B. Should INRD seek to serve other coal consumers from the Sunrise and or Oaktown Mine loadout facilities during the term of this Agreement, such additional services shall be subject to the prior consent of CSXT's Coal Development and Coal Marketing officers, and shall be acknowledged by written amendment to this Agreement.

4. ARTICLE 5. COMPENSATION, sub-articles A and D are re-written in their entireties as follows:

A. "INRD" for the use it makes of the Subject Trackage between Carlisle and Sullivan, shall pay to CSXT a minimum of ELEVEN-THOUSAND-DOLLARS (\$ 11,000) per month, and for the use it makes of the Subject Trackage between Oaktown and Sullivan, shall pay to CSXT a minimum of TWENTY-THOUSAND-DOLLARS (\$ 20,000) per month in calendar year 2010 and a minimum of TWENTY-EIGHT-THOUSAND-FIVE-HUNDRED-DOLLARS (\$ 28,500) per month in 2011 and each calendar year thereafter, said amounts hereinafter referred to as the Current Charge. The Current charge with respect to the Carlisle movements reflects a

volume of approximately 3,133 cars, loaded and empty combined per month, and each locomotive unit operated over the Subject Trackage a distance of 10.0 miles. The Current Charge with respect to the Oaktown movements reflects a monthly volume of approximately 2,333 cars, loaded and empty combined per month in calendar year 2010, and 3,333 cars, loaded and empty combined per month in calendar year 2011 and each calendar year thereafter, and each locomotive unit operated over the Subject Trackage a distance of 14.5 miles. These amounts further reflect a Per Car Mile Charge of THIRTY FIVE CENTS (\$.35) in the case of the Carlisle movements and SIXTY-ONE CENTS (\$.61) in the case of the Oaktown movements. The first payment of the Oaktown Current Charge shall be payable, prorated, for the balance of the first calendar month, on the effective date of this Supplemental Agreement. The Current Charge shall then be due in full in advance of the beginning of each subsequent month.”

- D. In no event, shall User pay to Owner less than THIRTY-ONE-THOUSAND-DOLLARS (\$ 31,000) in any whole calendar month during the year 2010, and THIRTY-NINE-THOUSAND-FIVE-HUNDRED-DOLLARS-SEVENTY-CENTS (\$ 39,500) in any whole calendar month in the year 2011 and thereafter during the term of this Agreement.

5. ARTICLE 20. TERM, sub-article A. is rewritten to read

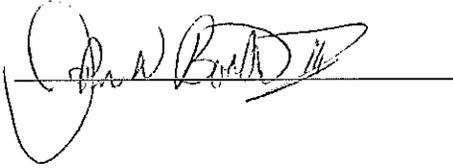
- A. This Agreement shall be effective the day and year first above written and shall remain in effect concurrent with and terminate concurrent with INRD’s railroad transportation contracts with the Utilities (IP&L, Hoosier Energy and/or Vectren) to transport coal from the Oaktown Mine and the Sunrise Mine on the one hand to the permitted destination electric generating facilities on the other, and any extensions or renewals thereof with the Utilities, but in no event beyond May 14, 2028. In the event a railroad transportation contract covering either Sunrise Mine or Oaktown Mine movements, but not both, is terminated, this Agreement shall remain in force with respect to movements covered by the other railroad transportation contract.

6. REGULATORY APPROVAL Should this Supplemental Agreement require the prior approval of the Surface Transportation Board (STB), User at its own cost and expense shall initiate and thereafter diligently pursue an appropriate application, petition, or notice to secure such approval. Owner shall assist and support efforts of User to secure any necessary STB approval of this Supplemental Agreement.

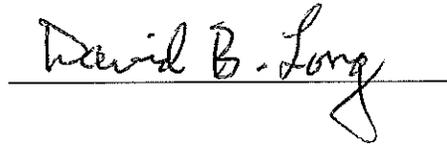
- 7. In all other respects, the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto execute this Supplemental Agreement, in duplicate, as of the day and year first above written.

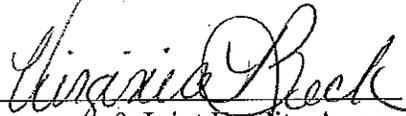
WITNESS



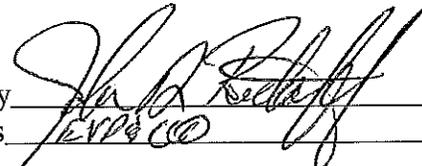
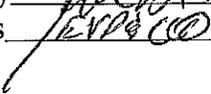
WITNESS



CSX TRANSPORTATION, INC.

By 
Director Passenger & Joint Facility Agreements

THE INDIANA RAIL ROAD COMPANY

By 
Its 



Sullivan

OZA 205 OZA 204.5

OZA 206

OZA 207

OZA 208

OZA 209

OZA 210

OZA 211

OZA 212

OZA 213

Carlisle

OZA 214

OZA 215

OZA 214.5

OZA 216

OZA 217

OZA 218

OZA 219

OZA 219.05

Knox County, Indiana

Oaktown

Black Panther Coal

To Vincennes

CE&D Subdivision

Sunrise Coal

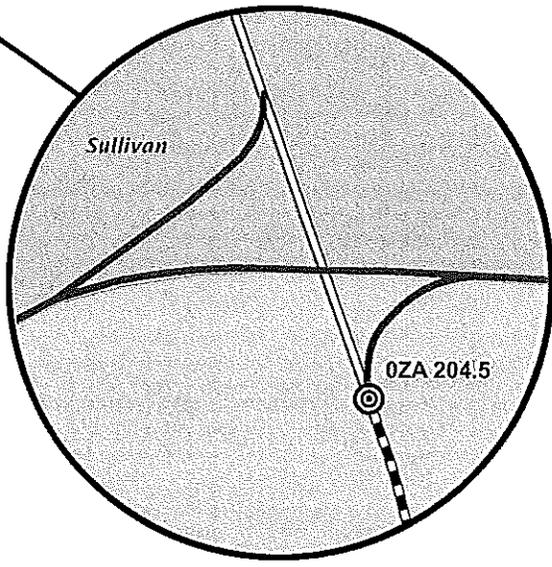


Exhibit I

CSX
TRANSPORTATION

- Agreement of July 20, 2009 -
The Indiana Rail Road Company (INRD)
over CSX Transportation, Inc. (CSXT)
- CE&D Subdivision between -
Sullivan, Carlisle and Oaktown, IN

==== CSXT ——— INRD
- - - - INRD TRACKAGE RIGHTS



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For Copies, Comments
or Revisions, Contact:
gls@csx.com
Drawn By: Larry Fenwick
Rev. Date: July 20, 2009