

SUPPLEMENTAL AGREEMENT No. 2

THIS SUPPLEMENTAL AGREEMENT No. 2, entered into as of this 20th day of November 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 and supplemented by Supplemental Agreement No. 1 dated August 1, 2009, (as supplemented, the "Agreement") INRD has trackage rights over CSXT's CE&D Subdivision between the connection of CSXT with trackage serving the Oaktown Mine at Oaktown, IN at approximate CSXT milepost OZA 219.05 and the connection with INRD at approximate CSXT milepost OZA 204.5 at Sullivan, IN, a distance of approximately 14.5 miles;

WHEREAS: The Agreement restricts INRD's use of the trackage rights to access the Sunrise Mine at Carlisle, IN to the operation of loaded coal trains and empty hopper trains in overhead service in support of coal supply contracts of Sunrise Coal Company to provide coal to Indianapolis Power & Light's (IP&L) Harding Street (Indianapolis) generating station, and Hoosier Energy's Merom, IN generating station;

WHEREAS: The Agreement restricts INRD's use of the trackage rights to access the Oaktown Mine to the operation of loaded coal trains and empty hopper trains in overhead service in support of coal supply contracts of Vectren Fuels, Inc. and/or Lafayette Energy to provide coal to the Vectren generating station at Culley, IN and to Indianapolis Power & Light's (IP&L) generating stations at Harding Street (Indianapolis) and Petersburg, IN;

WHEREAS: INRD has opportunities to handle additional coal from the Sunrise Mine moving to Duke Energy's Wabash River generating station near Terre Haute, IN and IP&L's generating station at Petersburg, and from the Oaktown Mine moving to Hoosier Energy's Merom, IN generating station and Duke Energy's Wabash River generating station; and

WHEREAS: The Parties are agreeable to the aforesaid additional handling of coal by INRD over the trackage rights and desire to permit INRD to serve the additional destinations from the Sunrise Mine and the Oaktown Mine.

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

1. ARTICLE 3, RESTRICTION ON USE, sub-article A, in the Agreement is hereby rewritten in its entirety 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, IN and Oaktown, IN, respectively, on the one hand, and INRD's line of railroad running east to west through Sullivan, IN on the other. As of the date of this Agreement, said coal and empty hopper trains operated by INRD shall be limited to those supporting:

- (i) Sunrise Coal Company's, or its successors' or assigns', contracts to provide coal to:
 - IP&L's Harding Street (Indianapolis) electric generating station,
 - IP&L's Petersburg, IN electric generating station,
 - Hoosier Energy's Merom generating station, and
 - Duke Energy's Wabash River generating station near Terre Haute, IN;and
- (ii) Vectren Fuels, Inc's, or its successors' or assigns' and/or Lafayette Energy's contracts to provide coal to:
 - Vectren's generating station at Cully, IN,
 - IP&L's generating station at Harding Street (Indianapolis),
 - IP&L's generating station at Petersburg, IN,
 - Hoosier Energy's generating station at Merom, IN, and
 - Duke Energy's Wabash River generating station near Terre Haute, IN.

2. **ARTICLE 3, RESTRICTION ON USE**, new sub-article E, is added to the Agreement as follows:

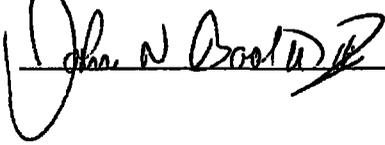
The parties contemplate, pursuant to this Agreement, the shipment by INRD of a maximum of 3,180,000 tons of coal in 2010 and a maximum of 3,680,000 tons of coal in each subsequent calendar year. CSXT will accommodate these INRD shipments without prejudice or partiality in accordance with the provisions of this Agreement. If at anytime during the term of this Agreement, should INRD desire to increase coal shipments in excess of the foregoing maximum amounts, INRD shall provide written request to CSXT as soon as possible, providing the specifics and volumes of the excess coal shipments. CSXT will make a reasonable review of the INRD request, based upon the then current levels of all shipments, capacity and related factors on the Subject Trackage, but the decision to accept or decline the INRD request shall be within the sole discretion of CSXT.

3. **REGULATORY APPROVAL** Should this Supplemental Agreement No. 2 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 No. 2.

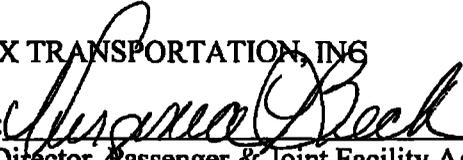
4. In all other respects, the Agreement, as supplemented, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto execute this Supplemental Agreement No. 2, in duplicate, as of the day and year first above written.

WITNESS



CSX TRANSPORTATION, INC

By: 

Director, Passenger & Joint Facility Agreements

WITNESS



THE INDIANA RAIL ROAD COMPANY

By: 

Executive Vice-President