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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 35283, The Indiana Rail Road Company -- Trackage Rights
Exemption -- CSX Transportation, Inc.

Dear Ms. Quinlan:

Enclosed for filing in the captioned matter is an executed copy of the 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,

A handwritten signature in black ink, appearing to read "John H. Broadley". The signature is fluid and cursive, with the first name "John" and last name "Broadley" clearly distinguishable.

John Broadley

Enclosure

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, entered into as of this 1st day of September, 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". CSXT/Owner and INRD/User are sometimes referred to jointly herein as "the Parties".

WITNESSETH:

WHEREAS, By agreement dated August 22, 1996, INRD enjoys overhead trackage rights over CSXT's Indianapolis Belt Subdivision between CSXT Milepost (MP) QIB 5.3 near Raymond St., and CSXT MP QIB 13.5 at the connection of the Hoosier Heritage Railroad ("1996 Agreement") and for connection to CSXT at State Street Yard;

WHEREAS, the Parties now desire that INRD be granted additional authority to operate between CSXT MP QIB 5.3 near Raymond Street, and CSXT's Avon Yard west of Indianapolis at Indianapolis Terminal Subdivision MP QS 9.4 at CP MY for purposes of delivering and retrieving haulage traffic between INRD and Louisville & Indiana Railway (LIRC);

WHEREAS, the Parties now desire that INRD be granted additional authority to operate between CSXT MP QIB 5.3 near Raymond Street and CSXT's connection with LIRC at CSXT MP QSL 4 on CSXT's Louisville Secondary Subdivision for the purpose of delivering and retrieving unit train haulage traffic with LIRC;

WHEREAS, the Parties desire to confirm INRD's right to operate into CSXT's Hawthorne Yard for the purposes of interchanging with Norfolk Southern Railway ("NSR");

WHEREAS, the Parties desire to confirm INRD's right to operate into CSXT's State Street Yard for the purpose of serving INRD's customers located on INRD leased trackage in that yard; and

WHEREAS, the Parties desire to update the 1996 Agreement to permit the aforesaid changes in INRD's operations.

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

1. SECTION 1. GRANT OF TRACKAGE RIGHTS in the Agreement is re-written in its entirety to read as follows:

Subject to the terms and conditions herein provided, Owner hereby grants to User the right to operate its trains, locomotives, cars and equipment with its own crews (hereinafter referred to as the "Trackage Rights") over the following segments of

Owner's railroad shown on the plan attached hereto, made a part hereof and marked "Exhibit I" (hereinafter referred to as the Subject Trackage"):

- A. The trackage rights previously granted by the 1996 Agreement, being on CSXT's Indianapolis Belt Subdivision between the connection of INRD with CSXT at CSXT MP QIB 5.3, and the Hoosier Heritage Railroad in the vicinity of CSXT MP QIB 13.5, a distance of approximately 8.2 miles
 - B. CSXT's Hamilton Connection between CSXT MP QIB 9.0 approximately, and the point of INRD's State Street Yard leased property in the vicinity of CSXT's Indianapolis Subdivision MP BD 122.0, a distance of approximately 0.5 mile.
 - C. CSXT's Hamilton and Prospect Wye Tracks in the vicinity of CSXT MP QIB 9.0 for purposes of entry into and exit from CSXT's Hawthorne Yard.
 - D. CSXT's Indianapolis Subdivision between Hamilton Connection at CSXT MP BD 122.0 approximately, and CP IU at CSXT MP QI 283.7, a distance of approximately 4.5 miles.
 - E. CSXT's Indianapolis Terminal Subdivision between CP IU at CSXT MP QI 283.7 and CP AN at the west end of CSXT's Avon Yard at CSXT MP QS 12.5, a distance of approximately 12.7 miles.
 - F. CSXT's Louisville Secondary Subdivision between CSXT MP QSL 4.0 at connection with LIRC and CSXT MP QSL 0.0, a distance of 4 miles, including use of wye tracks in NE and SE quadrants at CP Dale, and wye tracks in SE and SW quadrants at CP IU.
 - G. CSXT's Indianapolis Terminal Crawfordsville Branch between CP IJ at CSXT MP QSC 0.7 and connection to Indianapolis Terminal Subdivision at CP South Hunt at CSXT MP QSC 8.6, a distance of 7.9 miles.
 - H. CSXT's Shelbyville Secondary Subdivision between connection with Indianapolis Belt Subdivision at CSXT MP QSS 106.9 and CP IU at CSXT MP QSS 109.3, a distance of 2.4 miles.
2. SECTION 3. RESTRICTION ON USE, is re-written in its entirety as follows:
- A. The Trackage Rights herein granted are granted for the purpose of allowing INRD to operate in overhead service between its own lines, and:
 - a. The Hoosier Heritage Railway to the same extent and for the same purpose INRD was granted rights under the original 1996 Agreement,

- b. CSXT's Hawthorne Yard for purposes of conducting interchange between INRD and Norfolk Southern Railway (NSR) at Hawthorne Yard,
- c. INRD's State Street Yard for purpose of serving INRD customers on leased tracks located therein,
- d. CSXT's Avon Yard for purposes of delivering and retrieving carload haulage traffic with LIRC at Avon Yard
- e. CSXT's Louisville Secondary Subdivision between CP Dale and MP QSL 4.0 for purposes of delivering and retrieving unit train haulage traffic with LIRC.
- f. INRD shall not perform any local freight service whatever at any point located on the Subject Trackage.

B. The intent of this Supplemental Agreement is to maximize flexibility of operation by enabling INRD to operate to and from Hawthorne Yard, Avon Yard, State Street Yard and the Louisville Secondary connection with LIRC by such route or combination of routes as will afford the most expeditious movement at the time of movement. The route selected in each case shall be at the sole discretion of CSXT's dispatcher controlling the movement, subject to the qualification of INRD's crews handling the movement. From time to time during the term hereof, economy and efficiency of operation may dictate the use of other than the aforesaid routes by INRD, and such alternate routes shall be at the discretion of CSXT's dispatcher, subject to INRD crew qualification, and when used, shall be considered part of the Subject Trackage.

C. INRD shall have a right to carry in its trains subject hereof, traffic it interchanges with CSXT at Avon Yard. Such traffic however, shall be excluded from the provisions of this Supplemental Agreement, and shall be subject to provisions of Interchange Agreement of October 28, 2003 between the parties.

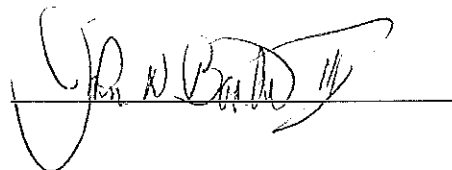
3. SECTION 4. COMPENSATION, sub-section (a) is re-written in its entirety as follows:

(a) The factor to be used in calculating payments to be made by User for the Trackage Rights movements covered by this Agreement shall be as follows:

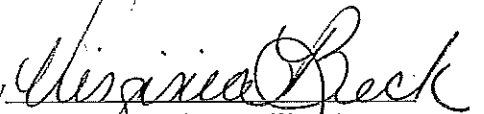
1. \$ 3.00 per car in either direction to and from the Hoosier Heritage Railway as permitted by the 1996 Agreement,
 2. \$ 1.40 per car in either direction to/from Hawthorne Yard,
 3. \$ 1.40 per car in either direction to/from State Street Yard,
 4. \$ 4.25 per car in either direction to/from Avon Yard, and
 5. \$ 1.00 per car in either direction to/from the Louisville Secondary Subdivision between Dale and MP QS 4.0,the foregoing hereinafter referred to as the "Current Charge".
4. SECTION 5. REVISION OF CURRENT CHARGE, sub-article (a) of the Agreement is modified to specify that the Current Charge as specified in Section 4 of this Supplemental Agreement shall be effective concurrent with the effective date of this Supplemental Agreement, and shall be revised effective July 1 of each year, beginning July 1, 2010.
5. SECTION 20. NOTICE, sub-sections (a) and (b) are modified as follows:
 - (a) If to Owner:
c/o Director Passenger & Joint Facility Agreements
CSX Transportation, Inc.
500 Water St., J315
Jacksonville, FL 32202
 - (b) If to User:
c/o General Manager Transportation
The Indiana Rail Road Company
101 West Ohio St., Ste. 1600
Indianapolis, IN 46204
6. Should this Supplemental Agreement require the prior approval of the Surface Transportation Board (STB), INRD at its own cost and expense shall initiate and thereafter diligently pursue an appropriate application, petition or notice to secure such approval. CSXT shall assist and support efforts of INRD to secure any necessary STB approval of this Supplemental Agreement.
7. In all other respects, the Agreement shall remain 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.

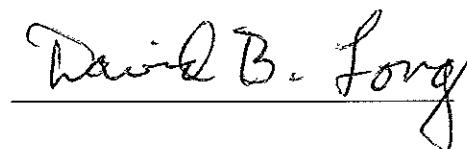
WITNESS



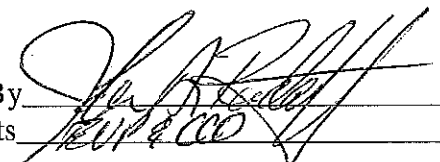
CSX TRANSPORTATION, INC.

By 
Director Passenger & Joint Facility Agreements

WITNESS



THE INDIANA RAIL ROAD COMPANY

By 
Its 