

**SUPPLEMENT  
TO  
FT IR 8000-B**

**ILLINOIS RAILWAY, INC.**



**SUPPLEMENT 1  
TO  
FREIGHT TARIFF IR 8000-B**

**NAMING  
RULES AND CHARGES  
GOVERNING  
DEMURRAGE, SWITCHING, LOCAL  
AND  
MISCELLANEOUS RULES AND CHARGES  
ON THE  
ILLINOIS RAILWAY, INC.**

**LOCAL TARIFF**

**This tariff is also applicable on intrastate traffic, except where expressly provided to the contrary in connection with particular rates and provisions contained herein.**

**ISSUED: December 9, 2009**

**EFFECTIVE: January 1, 2010**

**ISSUED BY**

**Tom Resch  
Regional Vice President North  
Illinois Railway, Inc.  
430 West Madison Street  
Ottawa, IL 61350**

**SUPPLEMENT 1 TO FT IR 8000-B**

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For explanation of terms and explanation of abbreviations and reference marks, see Item 99999, this tariff.

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| <p align="center"><b>CANCELLATION NOTICE</b></p>  | <p align="center"><b>RULES AND OTHER GOVERNING PROVISIONS<br/>RULES AND REGULATIONS - UNLIMITED</b></p>   |
|---|---|
| <p><b>ITEM 1-A</b><br/>[E]</p> <p align="center"><b>CANCELLATION NOTICE</b></p> <p>FT IR 8000-B cancels FT IR 8000-A in its entirety.</p> <p>Provisions formerly shown in FT IR 8000-A and not brought forward in FT IR 8000-B are hereby canceled.</p> <p>[E] - Effective September 16, 2009</p> | <p><b>ITEM 75-A</b></p> <p align="center"><b>CREDIT</b></p> <p>All Customers will be required to apply for credit with the IR. Credit will be granted solely at the discretion of IR. All charges contained in this tariff will be billed by the IR and paid by the responsible party in U.S. funds, in full, within fifteen (15) calendar days from the date of the bill.</p> <p>NOTE: Errors discovered in bills by Customers should be corrected by them and paid accordingly. Payment of all bills, including those corrected by Customers, must be made within the credit period. Payment of bills alleged to be incorrect will not prejudice patron's claims, filed within the statutory period, for refund of overcharges. If Customers receive bills that they believe they are not responsible for paying, they must notify IR within the credit terms that they are not responsible for paying the bills.</p> <p>Notwithstanding anything to the contrary in this tariff, if a Customer disputes the charges received in a bill from IR, Customer must follow the procedures as specified in Item 197 of this tariff.</p> <p>Payment of an amount less than stated on a IR invoice will be considered as payment on account and not as payment in full, <u>notwithstanding</u> any notation to the contrary as payment on the payer's remittance. Acceptance by IR of the lesser amount will not constitute an accord and satisfaction. The payer will be advised of any remaining balance deemed due after application of the remitted funds.</p> <p>Notwithstanding anything to the contrary in this tariff, if a Customer does not pay the charges in a bill received from IR within the time period specified in this tariff, IR, at its sole discretion, may revoke Customer's credit with IR and require Customer to pay IR cash in advance of delivery of services ("COD") prior to IR providing pick-up and/or delivery of Customer's railcars. IR will give the Customer ten (10) days' written notice before the provisions of this paragraph are invoked.</p> <p><b>FINANCE CHARGES:</b> The IR will assess a finance charge of 1.5% per month (18% per annum) on unpaid bills for freight and miscellaneous charges, including, without limitation, demurrage, switching and weighing, which are past our credit terms. The finance charge continues to accrue daily until the date payment is received by IR, not the date payment is made or the date postmarked on the payment.</p> <p>Customers with past due amounts will receive a finance charge invoice each month. Finance charges will be assessed on delinquent bills for freight or miscellaneous charges as of the end of the month reduced by amounts in dispute and any payments received by month end but not posted.</p> <p>If IR, at its sole discretion, uses a collection agency or attorneys to collect delinquent bills for freight or other charges and IR is successful in collecting such charges, Customers shall reimburse IR for all reasonable collection costs, including reasonable collection agency fees and reasonable attorneys' fees.</p> |
| <p>For explanation of terms and explanation of abbreviations and reference marks, see Item 99999, this tariff.</p>  |   |

**SUPPLEMENT 1 TO FT IR 8000-B**

| <p align="center"><b>SECTION 1<br/>CAR DEMURRAGE AND STORAGE<br/>RULES AND CHARGES</b></p>   | <p align="center"><b>SECTION 1<br/>CAR DEMURRAGE AND STORAGE<br/>RULES AND CHARGES</b></p>  |
|--|---|
| <p><b>ITEM 150-A</b></p> <p align="center"><b>CAR(S) HELD FOR LOADING</b></p> <p><b>TENDER:</b></p> <p>A. <u>The notification, actual or constructive placement, of empty car(s) for the consignor.</u></p> <p><b>RELEASE:</b></p> <p>A. Date and time forwarding instructions are received by IR.</p> <p>B. Car(s) placed on the interchange tracks of a consignor, who performs its own switching, must be returned to the interchange track for release.</p> <p>C. Improperly loaded or overloaded car(s) at origin will not be considered released until the load has been adjusted properly.</p> <p><b>COMPUTATION:</b></p> <p>A. Time will be computed from the first 0700 hours after tender until the release.</p> <p>B. When the same car is unloaded and reloaded, time will be computed from the first 0700 hours after advice is received that the car(s) is empty until the car(s) is released.</p> <p>C. When the same car is unloaded and reloaded, empty release information must be furnished. If not furnished, demurrage will continue on the car until the forwarding instructions are received by IR.</p> <p>D. Notwithstanding the foregoing, when a private car is actually placed on a private track, demurrage charges shall not apply to such private car.</p> | <p><b>ITEM 185</b><br/>[A]</p> <p align="center"><b>STORAGE OF PRIVATE CARS</b></p> <p>The storage charges provided in this Item apply to empty and loaded private rail car(s) excluding: 1) hazardous commodities designated as toxic/poison inhalation hazard, inhalation hazard and explosives as shown in Item 195 and 2) Hazardous Materials as defined in the immediately following paragraph. The storage charges provided in this Item are in lieu of the demurrage charges specified in Item 180.</p> <p>Hazardous Materials are defined as "Hazardous Wastes" and "Hazardous Substances" as named in Hazardous Materials Regulations of the Environmental Protection Agency in 40 Code of Federal Regulations (CFR) 260 through 263 and the United States Department of Transportation in 49 CFR 171.8 or successors thereof.</p> <p>Loaded or empty private rail car(s) which are consigned or ordered for delivery on private or leased tracks, which first must be held on IR tracks under constructive placement, are subject to the charges shown below. Storage will be computed from the first 7:00 AM after notification of constructive placement was sent or given by IR for the loaded or empty private rail car and continue until notification to IR for placement on private tracks is received in accordance with Item 140.</p> <p>Loaded or empty private rail car(s), held on IR tracks for any other purpose attributable to the consignor, loader, consignee, Care-of-Party, or unloader are subject to the charges shown below. Storage will be computed from the first 7:00 AM after actual placement or notification of constructive placement was sent or given by IR for the loaded or empty private rail car and continue until notification to IR with proper forwarding instructions is received by IR in accordance with Item 140.</p> <p>Storage Charges: Twenty Dollars (\$20.00) per loaded or empty private rail car per day or fraction thereof.</p> <p>Settlement of charges will be made monthly on all private rail car(s) released during each Calendar month.</p> |
| <p>For explanation of terms and explanation of abbreviations and reference marks, see Item 99999, this tariff.</p>   |   |

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| <p align="center"><b>SECTION 1<br/>CAR DEMURRAGE AND STORAGE<br/>RULES AND CHARGES</b></p>   | <p align="center"><b>SECTION 1<br/>CAR DEMURRAGE AND STORAGE<br/>RULES AND CHARGES</b></p>  |
|--|---|
| <p><b>ITEM 187</b><br/>[A]</p> <p><b>INDEMNIFICATION FOR STORAGE OF PRIVATE CARS</b></p> <p>The provisions of this Item apply to empty and loaded private rail car(s) stored on IR pursuant to the provisions of Item 185 of this Tariff.</p> <p><b>CUSTOMER RECOGNIZES AND AGREES THAT CUSTOMER'S PRIVATE RAILCAR(S) WILL BE STORED IN AN AREA ON IR WHICH IS NOT ENCLOSED OR PROTECTED FROM POTENTIAL INCURSION BY THIRD PARTIES. CONSEQUENTLY, CUSTOMER, AT ITS SOLE RISK AND EXPENSE, AGREES TO BEAR ANY AND ALL COSTS ASSOCIATED WITH LOSS AND/OR DAMAGE, INCLUDING, WITHOUT LIMITATION, THEFT, VANDALISM OR MALICIOUS MISCHIEF TO CUSTOMER'S PRIVATE RAILCAR(S) WHICH RESULT DIRECTLY OR INDIRECTLY FROM THE ACTIONS OF PARTIES OTHER THAN IR.</b></p> <p><b>IN ADDITION TO ANY OTHER OBLIGATIONS UNDER THIS TARIFF, CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS IR, ITS OWNERS, OMNITRAX, INC. AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, MEMBERS, MANAGERS, AND DIRECTORS (THE "IR INDEMNITEES") FROM AND AGAINST ANY AND ALL CLAIMS, ADMINISTRATIVE PROCEEDINGS, LAWSUITS AND DAMAGES AND AGREES TO REIMBURSE THE IR INDEMNITEES FOR ANY COSTS, LAWSUITS, OBLIGATIONS, JUDGMENTS, DEBTS, AND EXPENSES OF ANY NATURE INCLUDING REASONABLE ATTORNEYS' FEES, SUFFERED OR INCURRED BY THE IR INDEMNITEES ARISING OUT OF OR RESULTING FROM ACTS OF GOD, LOSS AND/OR DAMAGE TO CUSTOMER'S PRIVATE RAILCAR(S) CAUSED BY PARTIES OTHER THAN IR, WATER DAMAGE OF ANY TYPE OR TO THE EXTENT ARISING OR RESULTING FROM CUSTOMER'S ACTS OR OMISSIONS, OR CUSTOMER'S VIOLATION OF ANY LAW OR REGULATION, OR CUSTOMER'S BREACH OF ANY OTHER REQUIREMENT, INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S FAILURE TO PROVIDE PROPER IDENTIFICATION OF THE COMMODITIES TO BE TRANSPORTED IN CUSTOMER'S PRIVATE RAILCAR(S), WHETHER OR NOT CUSTOMER RELIED ON OTHER PARTIES FOR SAID IDENTIFICATION, EXCEPT TO THE EXTENT PROXIMATELY CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF IR.</b></p> | <p><b>ITEM 190</b></p> <p><b>STORAGE OF LOADED HAZARDOUS COMMODITIES</b></p> <p>The storage charges provided in this item apply to loaded hazardous commodities designated as toxic/poison inhalation hazard and explosives. A List of applicable STCC numbers are shown in Item 195. The storage charges provided in this item are in addition to applicable demurrage charges and except as provided below, the applicable provisions of this tariff will govern in determining these storage charges.</p> <p>Loaded cars, consigned or ordered for delivery on private or leased tracks, which first must be held on IR tracks under constructive placement are subject to the charges shown below. Storage will be computed from the first 7:00 AM after notification of constructive placement was sent or given by IR for the loaded car and continue until notification to IR for placement on private tracks is received in accordance with Item 140.</p> <p>Loaded cars, held on IR tracks for any other purpose attributable to the consignor, loader, consignee, Care-of-Party, or unloader are subject to the charges shown below. Storage will be computed from the first 7:00 AM after actual placement or notification of constructive placement was sent or given by IR for the loaded car and continue until notification to IR with proper forwarding instructions is received by IR in accordance with Item 140.</p> <p>Storage Charges: Five Hundred Dollars (\$500.00) per loaded car per day or fraction thereof.</p> |
| <p>For explanation of terms and explanation of abbreviations and reference marks, see Item 99999, this tariff.</p>   |   |