

SUPPLEMENT
TO
FT CSS 6001

CHICAGO SOUTHSHORE AND SOUTH BEND RAILROAD



SUPPLEMENT 7 TO FREIGHT TARIFF CSS 6001

(SUPPLEMENT 7 cancels Supplement 6)
(SUPPLEMENT 7 contains all changes)

LOCAL FREIGHT TARIFF
GOVERNING
VARIOUS ACCESSORIAL SERVICES
AND
SWITCHING CHARGES

APPLYING AT ALL STATIONS ON
CHICAGO SOUTHSHORE AND SOUTH BEND RAILROAD

ACCESSORIAL SERVICE AND SWITCHING TARIFF

ISSUED: February 6, 2009

EFFECTIVE: March 1, 2009

ISSUED BY:

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SUPPLEMENT 7 TO FT CSS 6001

RULES AND OTHER GOVERNING PROVISIONS

ITEM 12

CHICAGO SWITCHING DISTRICT

All reference in this tariff to "Chicago Switching District as defined in Tariff RPS 8020-series" is hereby changed to read "Chicago Switching District".

The term "Chicago Switching District" as used in this tariff is defined as all customers served by the CSS and interchange with connections in Chicago, IL and stations shown as being within Chicago, IL switch limits in Tariff OPSL 6000-series."

SECTION 1

**GENERAL RULES AND CHARGES GOVERNING DIVERSION
OR RECONSIGNMENT OF FREIGHT**

ITEM 120

NON-APPLICATION

Diversions will NOT be permitted under the following conditions:

- A. After the car has been interchanged to a participating carrier for the line-haul movement or switching to the consignee.
- B. After the car is placed at destination on CSS. Any instructions effecting the movement of the car after placement at destination will constitute a new movement, subject to switching or line-haul charges as the case may be.
- C. Traffic moving under Confidential Contract unless permitted under the provisions of the governing Contract.
- D. On movements that require CSS to perform an out-of-line-haul. These shipments will be executed as shipments terminating and originating at the diverted station and will be subject to all applicable freight charges.
- E. To a station or to a point of delivery against which an embargo is in force.
- F. For requests to change the name of the freight payer.

This Tariff will NOT supersede the provisions of any governing contract or tariff that may prevent the car from being diverted.

For explanation of abbreviations and reference marks, see last page of this supplement.

SUPPLEMENT 7 TO FT CSS 6001

SECTION 3		
RULES AND CHARGES FOR RECIPROCAL SWITCHING		
ITEM 300-B RECIPROCAL SWITCHING (For application see item 315)		
BETWEEN	AND	CHARGES [I]
<p>ARRO Packaging Corp 11861 South Cottage Grove Ave. Chicago, IL 60633</p> <p>Maloney Lumber and Plywood [A] 12800 S. Butler Drive Chicago, IL 60633</p> <p>Maryland Pig Service 12901 South Stony Island Ave. Chicago, IL 60633</p> <p>Metal Management Scrap Processor 12701 S. Doty Ave. Chicago, IL 60633</p> <p>Metron Steel 12900 S. Metron Drive Chicago, IL 60633</p> <p>Reserve Marine Terminal 12701 S. Doty Ave. Chicago, IL 60633</p> <p>S. H. Bell Co. 12800 Butler Drive Shed #1 Chicago, IL 60633</p> <p>The Sweets Mix Company 12700 S. Butler Drive Chicago, IL 60633</p> <p>Windy City Warehouse 12700 S. Butler Drive Chicago, IL 60633</p>	<p>Point of connection with all carriers located in the Chicago Switching District as defined in Tariff RPS 802O-series.</p>	<p>\$5.15 net ton Minimum \$410.00 Per car</p>
<p>ITEM 305-A</p> <p align="center">APPLICATION OF FUEL SURCHARGE</p> <p align="center">(Provisions formerly shown herein and not brought forward are hereby canceled.)</p>		
SECTION 5		
RULES AND CHARGES FOR INDUSTRIAL SWITCHING AND RELATED SERVICES		
<p>ITEM 510</p> <p align="center">INTRA-TERMINAL SWITCHING CHARGE</p> <p>On cars either loaded or empty, moved from a team track, industry or private siding reached directly by the CSS within the switching limits to a team track, industry or private siding reached directly by the CSS within the same switching limits, a charge of \$150.00 per car will be assessed. This charge will apply also on empty cars of private ownership moved for convenience of the owner.</p>		
<p>For explanation of abbreviations and reference marks, see last page of this supplement.</p>		

SUPPLEMENT 7 TO FT CSS 6001

SECTION 5

RULES AND CHARGES FOR INDUSTRIAL SWITCHING AND RELATED SERVICES

ITEM 515-A

INTER-TERMINAL SWITCHING CHARGE

On cars either loaded or empty, moved from an industry or private siding reached directly by the CSS within the switching limits to CSS junctions with connecting lines on traffic destined to points within the same switching limits, a charge of \$500.00 per car will be assessed. This charge will apply also on empty cars of private ownership moved for convenience of the owner.

On cars either loaded or empty, moved from CSS junction points with connecting lines on traffic originating within the switching limits to industry or private siding reached directly by the CSS within the same switching limits, a charge of \$500.00 per car will be assessed. This charge will apply also on empty cars of private ownership moved for the convenience of the owner.

SECTION 6

MISCELLANEOUS RULES AND CHARGES

ITEM 692

[A]

BANKRUPTCY OR INSOLVENCY

- A. In the event Shipper files or is the subject of a filed petition in bankruptcy and Shipper has a transportation contract or other agreement with CSS (collectively "Agreement"), Shipper will, as soon as practicable:
- (1) Identify CSS as a "Critical Vendor" of essential services as that term is interpreted and understood within the context of a bankruptcy proceeding;
 - (2) Identify any Agreement with CSS under which there remains continuing unperformed obligations; and,
 - (3) Choose to elect to either assume or reject such Agreements identified pursuant to paragraph (2) above within (60) days of the date of the filing of the Shipper's petition in bankruptcy.
- B. In the context of a bankruptcy proceeding, no Agreement identified under paragraph (2) may be assigned without CSS consent, unless CSS is given adequate assurance of future performance by the assignee. Such adequate assurance will include, but not necessarily be limited to, a deposit with CSS as security for the timely payment of switching and linehaul charges an amount equal to the average thirty (30) day accrual for such charges as or security guarantees in form and substance satisfactory to CSS from one or more persons who satisfy CSS' s standard of creditworthiness.

ITEM 693

[A]

CREDIT TERMS

If Credit is extended to Applicant for the payment of transportation charges, Applicant agrees to pay such transportation charges within the following time periods:

- (a) Freight Charges - 15 Calendar days from the date of the freight bill.
- (b) Miscellaneous charges (e.g., demurrage, switching, weighing) - 30 calendar days from the date of the miscellaneous bill.
- (c) Additional charges for freight transportation and related services (e.g. balance due bills) - 30 calendar days from the date of bill for additional charges.

NOTE: Errors discovered in bills by customers should be corrected by customers and paid accordingly accompanied with an explanation of shortage or overage. 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 feel they are not responsible for paying, they must notify the carrier within the credit terms that they are not responsible for paying the bills.

Payment of an amount less than stated on a CSS invoice will be considered as payment on account and not as payment in full, notwithstanding any notation to the contrary as payment on the payer's remittance. Acceptance by CSS 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.

For explanation of abbreviations and reference marks, see last page of this supplement.

SUPPLEMENT 7 TO FT CSS 6001

SECTION 6

MISCELLANEOUS RULES AND CHARGES

ITEM 694

[A]

FINANCE CHARGE

CSS will assess a finance charge of 12% per year (0.0329% per day) against linehaul freight charges billed on or after March 1, 2009, that are not received by CSS within the credit term provided. The finance charge will not apply against disputed linehaul freight charges that are found by CSS to have been incorrectly billed. The finance charge will be assessed on the unpaid balance of any linehaul freight charge from the first day following the end of the credit term through the date of receipt of payment in full. The finance charge will be billed monthly for all linehaul freight charges that were paid late in the prior calendar month. This item shall be construed pursuant to the laws of the State of Delaware.

SECTION 8

**GENERAL RULES AND CHARGES GOVERNING
THE HANDLING OF HAZARDOUS MATERIALS**

ITEM 800-A

(Provisions formerly shown herein and not brought forward are hereby canceled.)

ITEM 810-A

(Provisions formerly shown herein and not brought forward are hereby canceled.)

ITEM 820-A

(Provisions formerly shown herein and not brought forward are hereby canceled.)

ITEM 830-A

(Provisions formerly shown herein and not brought forward are hereby canceled.)

ITEM 840-A

(Provisions formerly shown herein and not brought forward are hereby canceled.)

ITEM 850-A

(Provisions formerly shown herein and not brought forward are hereby canceled.)

ITEM 860-A

(Provisions formerly shown herein and not brought forward are hereby canceled.)

ITEM 870-A

(Provisions formerly shown herein and not brought forward are hereby canceled.)