



Indiana & Ohio Railway

A RailAmerica Company



Freight Tariff IORY 4200-E

(Cancels FT IORY 4200 D)

NAMING
LOCAL AND PROPORTIONAL RATES
ON CARLOADS OF FERTILIZER PRODUCTS BETWEEN STATIONS
OF
THE INDIANA & OHIO RAILWAY,
THE CHICAGO, FT WAYNE & EASTERN RAILROAD
AND
THE CENTRAL RAILROAD OF INDIANA

This tariff applies on interstate traffic and intrastate traffic in the States of Ohio, Michigan and Indiana

NOTICE

The provisions herein will, if effective, not have a negative impact on the quality of the human environment or energy consumption. Governed, except as otherwise noted, by the Uniform Freight Classification (UFC), as provided in Item 5

ISSUED: JANUARY 13, 2009

EFFECTIVE: FEBRUARY 2, 2009

ISSUED BY:
INDIANA & OHIO RAILWAY
11427 REED HARTMAN HWY. STE. 214
CINCINNATI, OH 45241

ITEM	APPLICATION OF RULES AND ACCESSORIAL CHARGES
10 (C)	This Tariff, unless otherwise noted, is governed by all rules and charges of IORY FT 6001 series, IORY FT 8000 series, and IORY FT 9002 series.
ITEM	PAYMENT AND CREDIT TERMS
90	<p>All charges under this tariff must be prepaid, unless a satisfactory line of credit is established with IORY. Charges for services rendered under terms of this tariff will accrue against the customer located on the IORY, unless other arrangements have been made with IORY prior to performance of service. An Application for Credit Form is appended to this tariff.</p> <p>All payments for services covered herein are due and payable within fifteen (15) days following the Freight Bill date. The rules applicable to payments and credit terms are in accordance with those found in 49 CFR 1320. Payments received after the expiration of the credit period shall be subject to a service charge of one and one-half percent (1 1/2%) per month (or fraction thereof) of the outstanding balance.</p>

ITEM	LIST OF APPLICABLE COMMODITIES	
200 (A)	Rates named in this Tariff making reference to this Item will apply on straight carloads of the following commodities only:	
GROUP 1		
	STCC	COMMODITY
	28-125-34 28-125-36 28-125-52 28-125-67 28-181-70 28-191-31 28-191-48 28-191-49 28-191-55 28-199-10 28-712-35 28-712-36 28-712-40 28-712-44 28-712-50 28-712-51 28-714-30 28-714-40 28-719-15	Potassium Chloride Potassium Nitrate Potassium Sulfate Potassium-Magnesium Sulfate Urea, Other than Liquor or Liquid Ammonium Nitrate, Explosive Grade Diammonium Phosphate, Feed Grade Ammonium Phosphate Ammonium Sulphate Dicalcium Phosphate, Feed Grade Diammonium Phosphate Monoammonium Phosphate Phosphate, Defluorinated Ammonium Nitrate Superphosphate (Acid Phosphate), other than Ammoniated Superphosphate (Acid Phosphate), Ammoniated Fertilizing Compounds, Dry Nitrate of Soda Potash Fertilizers and Fertilizer Materials, Prepared
GROUP 2		
	STCC	COMMODITY
	28-191-10 28-191-11 28-191-73 28-713-09 28-713-13 28-713-15 28-714-31 28-714-50 28-714-51	Ammoniacal Liquor, NEC Aqua Ammonia, NEC Ammonium Thiosulphate Solution Ammonium sulfate solution Nitrogen Fertilizer Solution, Not Ammoniated Nitrogen Fertilizer Solution, Ammoniated Fertilizing Compounds Phosphatic Fertilizer Solution Ammonium Polyphosphate Solution
GROUP 3		
	STCC	COMMODITY
	28-194-54 28-713-10	Phosphoric Acid Ammonium Nitrate, Liquid

ITEM	RATE INDEX					
	400	<p>Unless otherwise provided IORY will absorb up to \$250 per car of switching at Lima, OH, no other switch charges will be absorbed at origin or destination. All unabsorbed switch charges will be in addition to these rates.</p> <p>Rates may not be used as Rule 11 or proportional rates, except where specifically noted.</p> <p>Reverse Application applies.</p> <p>RR applies to shipments in railroad supplied cars or shipper supplied full mileage cars.</p> <p>PVT applies to shipments in shipper supplied cars paying no mileage allowance.</p>				
ORIGIN	DESTINATION	ROUTE	GROUP 1 PVT	GROUP 1 RR	GROUP 2 PVT	GROUP 3 PVT
Lima, OH	Delta, OH	IORY	\$675	\$775	\$675	\$1175
	Hamler, OH	IORY	\$675	\$775	\$675	\$1175
	Lima, OH	IORY (for beyond WE)	\$675	\$775	\$675	\$1175
	Uniopolis, OH	IORY	\$675	\$775	\$675	\$1175
	Jackson Center, OH	IORY	\$675	\$775	\$675	\$1175
	Riga, MI	IORY (for beyond ADBF)	\$850	\$950	\$850	\$1350
	Diann, MI	IORY (for beyond AA)	\$850	\$950	\$850	\$1350
	Lebanon, OH	IORY	\$850	\$950	\$850	\$1350
	Cincinnati, OH	IORY	\$850	\$950	\$850	\$1350
	Flat Rock, MI	IORY (for beyond CN)	\$850	\$950	\$850	\$1350
	Catawba, OH	IORY	\$750	\$850	\$750	\$1250
	Mechanicsburg, OH	IORY	\$750	\$850	\$750	\$1250
	Urbana, OH	IORY	\$750	\$850	\$750	\$1250
	West Liberty, OH	IORY	\$750	\$850	\$750	\$1250
	South Charleston, OH	IORY	\$750	\$850	\$750	\$1250
	Derby, OH	IORY	\$925	\$1025	\$925	\$1425
	Mt. Sterling, OH	IORY	\$925	\$1025	\$925	\$1425
	Cooks, OH	IORY	\$925	\$1025	\$925	\$1425
	Washington Court House, OH	IORY	\$925	\$1025	\$925	\$1425
	Sabina, OH	IORY	\$925	\$1025	\$925	\$1425
Melvin, OH	IORY	\$925	\$1025	\$925	\$1425	
Wilmington, OH	IORY	\$925	\$1025	\$925	\$1425	
Midland City, OH	IORY	\$925	\$1025	\$925	\$1425	
Pleasant Plain, OH	IORY	\$925	\$1025	\$925	\$1425	
ITEM	RATE INDEX					

410	<p>Unless otherwise provided, rates do not absorb switch charges at origin or destination, if any. All unabsorbed switch charges will be in addition to these rates. Rates may be used as Rule 11 or proportional rates, except where specifically noted. Reverse Application applies. RR applies to shipments in railroad supplied cars or shipper supplied full mileage cars. PVT applies to shipments in shipper supplied cars paying no mileage allowance.</p>					
ORIGIN	DESTINATION	ROUTE	GROUP 1 PVT	GROUP 1 RR	GROUP 2 PVT	GROUP 3 PVT
Flat Rock, MI (from beyond)	Delta, OH	IORY	\$450	\$550	\$450	\$950
	Hamler, OH	IORY	\$500	\$600	\$500	\$1000
	Lima, OH	IORY (for beyond WE)	\$600	\$700	\$600	\$1100
	Uniopolis, OH	IORY	\$600	\$700	\$600	\$1100
	Jackson Center, OH	IORY	\$600	\$700	\$600	\$1100
	Riga, MI	IORY (for beyond ADBF)	\$450	\$550	\$450	\$950
	Diann, MI	IORY (for beyond AA)	\$450	\$550	\$450	\$950
	Lebanon, OH	IORY	\$800	\$900	\$800	\$1300
	Cincinnati, OH	IORY	\$750	\$850	\$750	\$1250
	Catawba, OH	IORY	\$700	\$800	\$700	\$1200
	Mechanicsburg, OH	IORY	\$700	\$800	\$700	\$1200
	Urbana, OH	IORY	\$700	\$800	\$700	\$1200
	West Liberty, OH	IORY	\$700	\$800	\$700	\$1200
	South Charleston, OH	IORY	\$700	\$800	\$700	\$1200
	Derby, OH	IORY	\$1350	\$1450	\$1350	\$1850
	Mt. Sterling, OH	IORY	\$1350	\$1450	\$1350	\$1850
	Cooks, OH	IORY	\$1350	\$1450	\$1350	\$1850
	Washington Court House, OH	IORY	\$1350	\$1450	\$1350	\$1850
	Sabina, OH	IORY	\$1350	\$1450	\$1350	\$1850
	Melvin, OH	IORY	\$1350	\$1450	\$1350	\$1850
Wilmington, OH	IORY	\$1350	\$1450	\$1350	\$1850	
Midland City, OH	IORY	\$1350	\$1450	\$1350	\$1850	
Pleasant Plain, OH	IORY	\$1350	\$1450	\$1350	\$1850	
Greensburg, IN	IORY-cinti,CIND	\$1225	\$1425	\$1225	N/A	

Indiana & Ohio Railway

497 Circle Freeway Drive • Suite 230 • Cincinnati, OH • 45246 • 561-226-6809 • Fax 561-241-5397 •

Email Address: astephens@railamerica.com

Application for Credit

Line of Credit Requested \$ _____ Present Balance \$ _____ Date ____/____/____

Company Name _____ Phone _____
(Area code & number)

D/B/A _____ For Past _____ Years

Address _____
(Street) (City) (State) (Zip)

Former Business Address (If Applicable) _____

Federal Tax I D Number _____

OWNERSHIP: Sole Owner Partnership Corporation

Date Started/Incorporation Date _____ Have you ever operated under a different name? Yes ___ No ___

If yes, give name and address _____

TRADE REFERENCES: (Minimum of 3)

Name _____ Address _____ Phone _____ Acct. No. _____

Name _____ Address _____ Phone _____ Acct. No. _____

Name _____ Address _____ Phone _____ Acct. No. _____

BANK REFERENCE: Checking Savings Loan

Name _____ Dept. _____ Acct. No. _____

Mailing Address _____ Phone No. _____

CITY _____ STATE _____ ZIP CODE _____

TYPE OF BUSINESS: _____
TAX EXEMPTION #: _____ STATE ISSUED: _____

**ADDITIONAL INFORMATION TO BE
COMPLETED ON NEXT PAGE**



A RailAmerica Company

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OUR TERMS ARE NET 15 DAYS FROM DATE OF INVOICE. APPLICANT'S SIGNATURE ATTESTS FINANCIAL RESPONSIBILITY, ABILITY, AND WILLINGNESS TO PAY OUR INVOICES IN ACCORDANCE TO TERMS. A SERVICE CHARGE OF 1 ½% PER MONTH, WHICH IS AN ANNUAL RATE IF 18%, WILL ACCRUE 30 DAYS AFTER INVOICE DATE.

I AUTHORIZE YOU TO CONTACT REFERENCES AND TO OBTAIN INFORMATION FROM OUTSIDE RESOURCES THAT MAY BE NEEDED TO OBTAIN CREDIT.

THE APPLICATION HAS BEEN CAREFULLY PREPARED BY THE UNDERSIGNED AND IS TO MY KNOWLEDGE COMPLETE, ACCURATE, AND TRUTHFUL.

IF MY ACCOUNT IS ACCEPTED, I AGREE TO PAY ACCORDING TO YOUR TERMS OF SALE. I FURTHER AGREE TO PAY ALL COLLECTION COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES INCURRED BY YOU IN COLLECTING OR ATTEMPTING TO COLLECT SUCH ACCOUNT.

FIRM NAME

DATE

SIGNATURE

TITLE

INDIVIDUAL PERSONAL GUARANTEE

Date _____

I, _____, residing at _____

For and in consideration of your extending credit at my request to _____

(Name of Company)

(herein referred to as the "Company"), of which I am _____, hereby personally guarantee to you the

(Title)

payment at _____ in the State of _____ of any obligation of the Company and hereby agree to bind myself to pay you on demand any sum which may become due to you by the Company whenever the Company shall fail to pay the same. It is understood that this guaranty shall be a continuing and irrevocable guaranty and indemnity for such indebtedness of the Company. I do waive notice of default, non-payment, and notice thereof and consent to any modification of renewal of the credit agreement hereby guaranteed.

WITNESS _____ GUARANTOR _____ DATE _____

(Signature)

(Signature)

ADDRESS _____

JOINT PERSONAL GUARANTEE

Date _____

We, _____ and _____ his/her _____ residing at _____

_____, for and in consideration of your extending credit at my request to _____

_____ (herein after referred to as the "Company"), of which _____

(Name of Company)

(Name)

is _____, hereby personally guarantee to you the payment at _____

(Title)

in the State of _____ of any obligation of the Company and we hereby agree to bind ourselves to pay you on demand any sum which may become due to you by the Company whenever the Company shall fail to pay the same. It is understood that this guaranty shall be a continuing and irrevocable guaranty and indemnity for such indebtedness of the Company. We do hereby waive notice of default, non-payment and notice thereof and consent to any modification or renewal of the credit agreement hereby guaranteed.

WITNESS _____ GUARANTOR _____ DATE _____

(Signature)

(Signature)

WITNESS _____ GUARANTOR _____ DATE _____

(Signature)

(Signature)



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