



Indiana & Ohio Railway

A RailAmerica Company



**Freight Tariff IOFY 4400-D
(cancels IOFY 4400-C)**

NAMING
PROPORTIONAL AND RULE 11 RATES
ON CARLOADS OF LUMBER PRODUCTS BETWEEN STATIONS
OF
THE INDIANA & OHIO RAILWAY
AND
THE CHICAGO, FORT WAYNE & EASTERN RAILROAD

This tariff applies on interstate traffic and intrastate traffic in the States of Ohio, Michigan, Illinois 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: FEBRUARY 18, 2009

EFFECTIVE: MARCH 11, 2009

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

| | | |
|-------------|---|--|
| ITEM | APPLICATION OF RULES AND ACCESSORIAL CHARGES | |
| 10 | This Tariff, unless otherwise noted, is governed by all rules and charges of FT IORY 8000 Series, FT RA 1000 Series, and Fuel Surcharge FT IORY 9002 Series. | |
| ITEM | METHOD OF ADDING OR DELETING ITEMS IN THIS TARIFF | |
| 15 | <p>Changes to this tariff will be made by issuing supplements. These supplements will show the action taken on each item, namely:</p> <ul style="list-style-type: none"> ▲ or the letter "A" = Increase ● or the letter "C" = Change resulting in neither an increase nor a decrease ◆ or the letter "C" = No Change ▼ or the letter "R" = Decrease <p>There will be only one supplement to this tariff in effect at any time. Any item contained in a prior supplement will be brought forward to subsequent supplements.</p> | |
| ITEM | PARTICIPATING CARRIERS | |
| 20 | Chicago, Fort Wayne & Eastern Railroad – CFE Indiana & Ohio Railway - IORY | |
| 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 | Rates named in this Tariff making reference to this Item will apply on straight carloads of the following commodities as described in STCC 6001 Series only | |
| | STCC | COMMODITY |
| | 24-211-XX | Lumber, rough or dressed |
| | 24-321-XX | Plywood or veneer |
| | 24-391-XX | Prefabricated structural members or wood laminates |
| | 24-991-XX | Oriented strand board |
| | 24-996-XX | Wood particle board |
| | 24-997-XX | Fencing or gates, wood |

ITEM
300

ALPHABETICAL LIST OF APPLICABLE STATIONS

STATIONS AND CORRESPONDING ZONES

| Station | Zone | Station | Zone |
|-------------------------------|-------------|----------------------------|-------------|
| Blanchester, OH | 4 | Malinta, OH | 1 |
| Blue Ash, OH | 3 | Mason, OH | 3 |
| Blue Ash, OH | 3 | Mechanicsburg, OH | 2 |
| Bond Hill, OH | 4 | Melvin, OH | 4 |
| Bowlusville, OH | 2 | Metamora, OH | 1 |
| Chicago, IL (Note 1) | | Midland City, OH | 4 |
| Cincinnati, OH | 3 | Monroe, OH | 3 |
| Delta, OH | 1 | Mount Sterling, OH | 4 |
| Derby, OH | 4 | New Vienna, OH | 4 |
| Diann, MI | 1 | Norwood, OH | 3 |
| Fayne, OH | 2 | Petersburg, MI | 1 |
| Glen Echo, OH | 2 | Riga, MI | 1 |
| Greenfield, OH | 4 | Sabina, OH | 4 |
| Grove City, OH | 4 | South Charleston, OH | 2 |
| Jackson Center, OH | 1 | South Lebanon, OH | 3 |
| Jeffersonville, OH | 2 | Springfield, OH | 2 |
| Lebanon, OH | 3 | Thackery, OH | 2 |
| Leesburg, OH | 4 | Uniopolis, OH | 1 |
| Leipsic, OH | 1 | Urbana, OH | 2 |
| Liberty Center, OH | 1 | Washington Court House, OH | 4 |
| Lima, OH | 1 | West Liberty, OH | 2 |
| Loveland, OH | 4 | Wilmington, OH | 4 |

Note 1 - Interchange only, from beyond or for beyond

| ITEM | RATES | | |
|---|--|---|----------|
| | 405 | Rates for carloads originating or terminating on IORY. Rates are in US dollars per car | |
| BETWEEN | AND | BOXCARS | FLATCARS |
| CHICAGO, IL (WHEN FROM BEYOND OR FOR BEYOND) | Group 1 Delta, OH; Diann, MI; Jackson, Center, OH; Leipsic, OH; Liberty Center, OH; Lima, OH (Note 6); Malinta, OH; Metamora, OH; Riga, MI; Uniopolis, OH | \$1,980 | \$2,230 |
| | Group 2 Bowlusville, OH; Fayne, OH; Glen Echo, OH; Jeffersonville, OH; Mechanicsburg, OH; South Charleston, OH; Springfield, OH; Thackery, OH; Urbana, OH; West Liberty, OH | \$2,030 | \$2,280 |
| | Group 3 Blue Ash, OH; Cincinnati, OH (Note 2); Lebanon, OH; Mason, OH; Monroe, OH; Norwood, OH; South Lebanon, OH | \$2,055 | \$2,305 |
| | Group 4 Blanchester, OH; Bloomingburg, OH; Bond Hill, OH; Cooks, OH; Derby, OH; Greenfield, OH; Grove City, OH; Leesburg, OH; Loveland, OH; Melvin, OH; Midland City; OH; Mount Sterling, OH; New Vienna, OH; Oakley, OH; Pleasant Plain, OH; Sabina, OH; Washington Court House, OH; Wilmington, OH | \$2,530 | \$2,730 |

NOTES

- Note 1: Rates apply for shipments moving under AAR accounting Rule 11 or as proportional rates.
 Note 2: Cancelled.
 Note 3: Route: CFE-Lima, OH-IORY
 Note 4: Applicable IHB intermediate switch is absorbed at Chicago, IL
 Note 5: Unless otherwise noted all other switch charges will be in addition to these rates.
Note 6: Rate includes reciprocal switch charge of connecting carriers at this station.

| ITEM | RATES | | | |
|-----------------------------------|--|--|----------|-------------------|
| | 505 (A) | Rates for carloads moving between the stations shown for connection with other carriers at stations shown. These rates may not be used for traffic originating or terminating at customers served by CFE or IORY at either station. Rates are in US dollars per car | | |
| BETWEEN | AND | BOXCARS | FLATCARS | ROUTE |
| Chicago, IL All Connections | Diann, MI Ann Arbor RR (AA) | \$1,830 | \$1,930 | CFE-Lima, OH-IORY |
| | Riga, MI Adrian & Blissfield Railroad (ADBF) | \$1,830 | \$1,930 | |
| Cincinnati, OH All Connections | Diann, MI Ann Arbor RR (AA) | \$675 | \$700 | IORY |
| | Riga, MI Adrian & Blissfield Railroad (ADBF) | \$675 | \$700 | |

NOTES

- Note 1: Rates apply for shipments moving under AAR accounting Rule 11 or proportional rates.
 Note 2: Cancelled.
 Note 3: Applicable IHB intermediate switch is absorbed at Chicago, IL; ADBF switch at Riga, MI is not included in above rates.

| ITEM | RATES | | | |
|---|---|----------------|-----------------|--------------|
| 605 (A) | | | | |
| FROM | TO | BOXCARS | FLATCARS | ROUTE |
| Lima or Cincinnati, OH NS | Washington Court House, Blanchester, Grove City, Leesburg, OH | \$1450 | \$1,550 | IORY |
| | Springfield, Cincinnati, OH | \$750 | \$850 | |
| Flat Rock, MI CN | Washington Court House, Blanchester, Grove City, Leesburg, OH | \$1450 | \$1,550 | IORY |
| | Springfield, Cincinnati, OH | \$750 | \$850 | |
| Notes | | | | |
| Note 1: Rates apply for shipments moving under AAR accounting Rule 11 or as proportional rates. | | | | |

EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS

| | |
|------|---|
| AAR | Association of American Railroads |
| CFE | Chicago Ft Wayne & Eastern Railroad |
| IHB | Indiana Harbor Belt Railroad |
| IL | Illinois |
| IN | Indiana |
| IORY | Indiana & Ohio Railway |
| MI | Michigan |
| NSO | National Service Order, Western Trunk Line Committee, Agent |
| OPSL | Official List of Open and Prepay Stations, Station List Publishing Company, Agent |
| OH | Ohio |
| N/A | Not Applicable |
| RER | The Official Railway Equipment Register, R.E.R. Publishing Company, Agent |
| RPS | Railroad Publication Services, Agent |
| STB | Surface Transportation Board |
| STCC | Standard Transportation Commodity Code |
| UFC | Uniform Freight Classification, Uniform Freight Classification Committee, Agent |
| ▲ | or the letter “A” = Increase |
| ◆ | or the letter “C” = Change resulting in neither an increase nor a decrease |
| ● | or the letter “C” = No Change |
| ◆ | or the letter “R” = Decrease |

Indiana & Ohio Railway

11427 Reed Hartman Highway • Suite 214 • Cincinnati, OH • 45241 • 904-538-6088

Email Address: jim.tilley@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

Indiana & Ohio Railway

11427 Reed Hartman Highway • Suite 214 • Cincinnati, OH • 45241 • 904-538-6088

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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 1/2% 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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