



Chicago, Fort Wayne & Eastern Railroad

A RailAmerica Company



Freight Tariff CFE 4200-C

(Cancels CFE FT 4200-B and all supplements)

NAMING

PROPORTIONAL & JOINT LINE RATES

ON CARLOADS OF FERTILIZER PRODUCTS BETWEEN STATIONS

OF

THE CHICAGO, FORT WAYNE & EASTERN RAILROAD; THE INDIANA & OHIO RAILWAY and
THE CENTRAL RAILROAD OF INDIANA

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

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: November 05, 2008

Effective: January 1, 2009

ISSUED BY:
CHICAGO, FORT WAYNE & EASTERN RAILROAD
3010 E. PONTIAC ST.
FT. WAYNE, IN 46803

ITEM	APPLICATION OF RULES AND ACCESSORIAL CHARGES
10 (C)	This Tariff, unless otherwise noted, is governed by all rules and charges of: CFE FT 6001 series, CFE FT 8000 series, and CFE 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 CFE. Charges for services rendered under terms of this tariff will accrue against the customer located on the CFE, unless other arrangements have been made with CFE 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 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
THIS GROUP HAS BEEN ELIMINATED (A)		
ITEM	STATIONS AND ROUTING	
300		

300.1	APPLICABLE CARRIERS AT THE CHICAGO INTERCHANGE	
STATION	INTERCHANGE WITH	
Blue Island, IL	IHB (via IHB –BNSF, CN*, CPRS*, CRL, CSL, CSS, EJE, IAIS, ICE, UP, WSOR)	
Chicago, IL	IHB (via IHB –BNSF, CN*, CPRS*, CRL, CSL, CSS, EJE, IAIS, ICE, UP, WSOR)	
<p>*When for delivery to CFE points: Only for traffic originating or terminating west of Chicago in the Canadian provinces of British Columbia, Alberta, Saskatchewan, and Manitoba as well as the US states of Wisconsin, Illinois, and Minnesota with the Canadian Pacific Railway; or for traffic originating or terminating west of Chicago in the Canadian provinces of British Columbia, Alberta, Saskatchewan, and Manitoba as well as in the US states of Wisconsin, Illinois, Minnesota, Iowa, and the upper peninsula of Michigan with the Canadian National.</p> <p><u>Traffic originating or terminating with carriers not listed above or at stations other than listed in this note will have an additional \$550 per car added to the rates.</u></p>		

RATE INDEX					
ITEM 400	<p>Unless otherwise provided CFE will absorb one IHB intermediate switch at Chicago or Blue Island, IL, no other switch charges will be absorbed at origin or destination. All unabsorbed switch charges will be in addition to these rates.</p> <p>Reverse Application applies only on rejected loads returning to the point of origin.</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
Chicago, IL or Blue Island, IL (when from beyond)	Hamlet, IN	CFE	\$1,026	\$1,134	\$1,026
	Bourbon, IN	CFE	\$1,026	\$1,134	\$1,026
	Columbia City, IN	CFE	\$1,161	\$1,269	\$1,161
	Arcola, IN	CFE	\$1,161	\$1,269	\$1,161
	Fort Wayne, IN	CFE	\$1,161	\$1,269	\$1,161
	Williams, IN	CFE	\$1,161	\$1,269	\$1,161
	Monroeville, IN	CFE	\$1,161	\$1,269	\$1,161
	Convoy, OH	CFE	\$1,161	\$1,269	\$1,161
	Van Wert, OH	CFE	\$1,161	\$1,269	\$1,161
	Delphos, OH	CFE	\$1,161	\$1,269	\$1,161
	Lima, OH	CFE	\$1,161	\$1,269	\$1,161
	Ada, OH	CFE	\$1,161	\$1,269	\$1,161
	Upper Sandusky, OH	CFE	\$1,296	\$1,404	\$1,296
	Nevada, OH	CFE	\$1,296	\$1,404	\$1,296
	Bucyrus, OH	CFE	\$1,296	\$1,404	\$1,296
	Robinson, OH	CFE	\$1,296	\$1,404	\$1,296
	Delta, OH	CFE-Lima-IORY	\$1,915	\$2,065	\$1,915
	Hamler, OH	CFE-Lima-IORY	\$1,915	\$2,065	\$1,915
	Lima, OH	CFE-Lima-IORY	\$1,915	\$2,065	\$1,915
	Uniopolis, OH	CFE-Lima-IORY	\$1,915	\$2,065	\$1,915
	Jackson Center, OH	CFE-Lima-IORY	\$1,915	\$2,065	\$1,915
	Riga, MI	CFE-Lima-IORY	\$2,140	\$2,290	\$2,140
	Lebanon, OH	CFE-Lima-IORY	\$2,190	\$2,440	\$2,190
	Cincinnati, OH	CFE-Lima-IORY	\$2,140	\$2,290	\$2,140
	Catawba, OH	CFE-Lima-IORY	\$2,015	\$2,165	\$2,015
	Mechanicsburg, OH	CFE-Lima-IORY	\$2,015	\$2,165	\$2,015
	Urbana, OH	CFE-Lima-IORY	\$2,015	\$2,165	\$2,015
	West Liberty, OH	CFE-Lima-IORY	\$2,015	\$2,165	\$2,015
	South Charleston, OH	CFE-Lima-IORY	\$2,015	\$2,165	\$2,015
	Derby, OH	CFE-Lima-IORY	\$2,690	\$2,840	\$2,690
	Mt. Sterling, OH	CFE-Lima-IORY	\$2,690	\$2,840	\$2,690
	Washington Court House, OH	CFE-Lima-IORY	\$2,690	\$2,840	\$2,690
	Fayne, OH	CFE-Lima-IORY	\$2,690	\$2,840	\$2,690
	Sabina, OH	CFE-Lima-IORY	\$2,690	\$2,840	\$2,690
Melvin, OH	CFE-Lima-IORY	\$2,690	\$2,840	\$2,690	
Wilmington, OH	CFE-Lima-IORY	\$2,690	\$2,840	\$2,690	
Pleasant Plain, OH	CFE-Lima-IORY	\$2,690	\$2,840	\$2,690	

Chicago, Ft. Wayne and Eastern Railroad

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

Chicago, Ft. Wayne and Eastern Railroad

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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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