



Chicago, Fort Wayne & Eastern Railroad

A RailAmerica Company



Freight Tariff CFE 4400-B

Cancels CFE-4400-A

NAMING
LOCAL & PROPORTIONAL RATES
ON CARLOADS OF LUMBER PRODUCTS BETWEEN STATIONS
OF
THE CHICAGO, FORT WAYNE & EASTERN RAILROAD

This tariff applies on interstate traffic and intrastate traffic in the States of Ohio, 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 20, 2009

Effective: March 13, 2009

ISSUED BY:
CHICAGO, FORT WAYNE & EASTERN RAILROAD
497 CIRCLE FREEWAY DRIVE, SUITE 230
CINCINNATI, OH 45246

ITEM	APPLICATION OF RULES AND ACCESSORIAL CHARGES	
10	This Tariff, unless otherwise noted, is governed by all rules and charges of FT CFE 8000 Series and FT RA 1000-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 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	STATION ZONES	
300		
ZONE	CFE STATIONS	
1	Tolleston, IN; Hobart, IN; Valparaiso, IN; Wanatah, IN; Hanna, IN; Hamlet, IN; Grovertown, IN; Bourbon, IN; Atwood, IN; Plymouth, IN; Warsaw, IN	
2	Larwill, IN; Columbia City, IN; Arcola, IN; Ft. Wayne, IN; Hoagland, IN; Williams, IN; Decatur, IN; Maples, IN; Monroeville, IN	
3	Convoy, OH; Van Wert, OH; Delphos, OH; Lima, OH; Ada, OH; Dola, OH; Dunkirk, OH; Forest, OH	
4	Kirby, OH; Upper, Sandusky, OH; Neveda, OH; Bucyrus, OH; Spore, OH; Robinson, OH; Crestline, OH	

ITEM 405 (A)	RATE INDEX			
	Rates in COL 1 are applicable on all shipments, including shipments routed via BNSF or UP or CN or CP from stations in AB, BC, IA, IL, MB, MN, SK, WI and (in the case of CN) the Upper Peninsula of MI. Excluding stations listed in COL 2. Rates in COL 2 are applicable on all shipments routed via KCS, NS; and CN or CP from stations not listed in COL 1.			

ORIGIN	DESTINATION	EQUIPMENT	COL 1 RATES	COL 2 RATES
Chicago, IL	Zone 1 & 2	Boxcars	\$943 per car	\$1,380 per car
	Zone 1 & 2	Flatcars	\$985 per car	\$1,380 per car
	Zone 3 & 4	Boxcars	\$1,029 per car	\$1,380 per car
	Zone 3 & 4	Flatcars	\$1,071 per car	\$1,380 per car

NOTES

CFE absorbs an IHB intermediate switch in these rates.
 CFE absorbs a destination switch charge at Ft. Wayne, IN with Zone 1 & 2 rates
 CFE absorbs a destination switch charge at Lima, OH with Zone 3 & 4 rates.
 Unless otherwise noted all other switch charges will be in addition to these rates.
 Reverse application only applies on rejected shipments returning to point of origin via reverse route.

ITEM 505	DELETED DUE TO OBSOLESCENCE			

Chicago, Ft. Wayne and Eastern Railroad

497 Circle Freeway Drive • Suite 230 • Cincinnati, OH • 45246 • 904-538-6088

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**



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 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 or 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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