



## **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

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

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#### 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

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Issued: February 20, 2009

Effective: March 13, 2009

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

<b>ITEM</b>	<b>APPLICATION OF RULES AND ACCESSORIAL CHARGES</b>	
<b>10</b>	This Tariff, unless otherwise noted, is governed by all rules and charges of FT CFE 8000 Series and FT RA 1000-Series.	
<b>ITEM</b>	<b>PAYMENT AND CREDIT TERMS</b>	
<b>90</b>	<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>	
<b>ITEM</b>	<b>LIST OF APPLICABLE COMMODITIES</b>	
<b>200</b>	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	
	<b>STCC</b>	<b>COMMODITY</b>
	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
<b>ITEM</b>	<b>STATION ZONES</b>	
<b>300</b>		
<b>ZONE</b>	<b>CFE STATIONS</b>	
<b>1</b>	Tolleston, IN; Hobart, IN; Valparaiso, IN; Wanatah, IN; Hanna, IN; Hamlet, IN; Grovertown, IN; Bourbon, IN; Atwood, IN; Plymouth, IN; Warsaw, IN	
<b>2</b>	Larwill, IN; Columbia City, IN; Arcola, IN; Ft. Wayne, IN; Hoagland, IN; Williams, IN; Decatur, IN; Maples, IN; Monroeville, IN	
<b>3</b>	Convoy, OH; Van Wert, OH; Delphos, OH; Lima, OH; Ada, OH; Dola, OH; Dunkirk, OH; Forest, OH	
<b>4</b>	Kirby, OH; Upper, Sandusky, OH; Neveda, OH; Bucyrus, OH; Spore, OH; Robinson, OH; Crestline, OH	

<b>ITEM</b> <b>405 (A)</b>	<b>RATE INDEX</b>			
	Rates in COL 1 are applicable on all shipments, including shipments routed via 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.			

<b>ORIGIN</b>	<b>DESTINATION</b>	<b>EQUIPMENT</b>	<b>COL 1 RATES</b>	<b>COL 2 RATES</b>
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.

<b>ITEM</b> <b>505</b>	<b>DELETED DUE TO OBSOLESCENCE</b>			

# Chicago, Ft. Wayne and Eastern Railroad

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

Email Address: [astephens@railamerica.com](mailto: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

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

Email Address: astephens@railamerica.com

**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)



A RailAmerica Company