



Chicago, Fort Wayne & Eastern Railroad

A RailAmerica Company



Freight Tariff CFE 4000-G (Cancels FT CFE 4000 F and all Supplements)

NAMING
LOCAL & PROPORTIONAL RATES
ON CARLOADS OF GRAIN 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: December 7, 2009

Effective: February 1, 2010

ISSUED BY:
CHICAGO, FORT WAYNE & EASTERN RAILROAD
11427 REED HARTMAN HWY., STE. 214
CINCINNATI, OH 45241

| | |
|-----------------------------------|---|
| | <p style="text-align: center;">METHOD OF ADDING, CHANGING OR DELETING ITEMS IN THIS TARIFF</p> <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> <p style="text-align: center;">APPLICATION OF RULES AND ACCESSORIAL CHARGES</p> |
| <p>ITEM 10</p> | <p>This Tariff, unless otherwise noted, is governed by all rules and charges of FT CFE 7006-series, FT RA 1000 Series, FT CFE 6006 Series and FT CFE 9002 Series.</p> |
| <p>ITEM 90</p> | <p style="text-align: center;">PAYMENT AND CREDIT TERMS</p> <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> |
| <p>ITEM 200</p> | <p style="text-align: center;">LIST OF APPLICABLE COMMODITIES</p> <p>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</p> |
| | |

| STCC | | COMMODITY | | |
|---|---|--------------------------|-------|-------|
| 01-1XX-XX | | Field crops | | |
| LOCAL RATES | | | | |
| ITEM 405 | General Rules and Application of Rates (all rates are in dollars per car): | | | |
| | (1) Column 1 Rates – Applicable in railroad supplied covered hoppers. (2) Column 2 Rates – Applicable in privately owned or leased covered hoppers. (3) Unless exception is made elsewhere in Section 1 of this tariff, application of these rates require shipment to be made on one day from one consignor at one location to one consignee at one destination on one bill of lading. (4) Rates applicable in privately owned or leased equipment (See Note 7); CFE controlled equipment, subject to availability. (5) No mileage allowance will be paid on privately owned or leased cars. (6) Unless otherwise provide CFE will not absorb any switching in these rates (7) ROUTE: CFE direct, reverse application applies on all rates for rejected loads only going back to origin. | | | |
| ITEM 405.1 | Commodity: Soybeans (STCC 01-144-XX) | | | |
| Destinations: CFE Served Industries in Decatur, IN | | Origin | Co11 | Col 2 |
| | | Indiana Stations: | | |
| | | Arcola | \$416 | \$302 |
| | | Columbia City | \$416 | \$302 |
| | | Hamlet | \$447 | \$333 |
| | | Monroeville | \$359 | \$244 |
| | | Ohio Stations: | | |
| | | Ada | \$426 | \$312 |
| | | Convoy | \$364 | \$250 |
| | | Lima | \$385 | \$270 |
| | | Robinson | \$520 | \$406 |
| | | Upper Sandusky | \$463 | \$348 |
| | | Van Wert | \$359 | \$244 |
| ITEM 405.2 | Commodity: Soybeans (STCC 01-144-XX) | | | |
| Destinations: CFE Served Industries in Delphos, OH | | Origin | Co11 | Col 2 |
| | | Indiana Stations: | | |
| | | Arcola | \$437 | \$348 |
| | | Columbia City | \$437 | \$348 |
| | | Hamlet | \$452 | \$364 |
| | | Monroeville | \$364 | \$276 |
| | | Ohio Stations: | | |
| | | Ada | \$364 | \$276 |
| | | Convoy | \$322 | \$234 |
| | | Lima | \$322 | \$234 |
| | | Robinson | \$416 | \$328 |
| | | Upper Sandusky | \$400 | \$312 |
| | | Van Wert | \$322 | \$234 |
| ITEM 406 | PROPORTIONAL RATES | | | |
| (FOR MOVEMENT WHEN FROM BEYOND ORIGIN, SUBJECT TO AAR RULE 11) | | | | |

| | | | | | | | | | | | | | | | | | | | |
|---------------------------------------|---|----------|---------|----------|--------------------|--|--|--------------------------|--|--|---------|-------|-------|-----------------------|--|--|---------|-------|-------|
| | <p>General Rules and Application of Rates:</p> <ol style="list-style-type: none"> (1) Rates are applicable on all shipments listing stations west of Chicago, IL including shipments routed via CN or CP from/to stations in AB, BC, IA, IL, MB, MN, SK, WI and the Upper Peninsula of MI. Excluding stations from/to NS and stations not listed above for CN or CP. (2) Unless exception is made elsewhere in Section 1 of this tariff, application of these rates require shipment to be made on one day from one consignor at one location to one consignee at one destination on one bill of lading. (3) Private indicates privately owned or leased covered hoppers. No mileage allowance will be paid on privately owned or leased cars. (4) Railroad indicates railroad owned or controlled covered hopper, subject to availability (5) Unless otherwise provide CFE will absorb one IHB intermediate switch at Chicago, IL. No other switching is absorbed in these rates. (6) ROUTE: CFE direct, reverse application applies on all rates only for rejected loads going back to origin. | | | | | | | | | | | | | | | | | | |
| <p>ITEM 406.1</p> | <p>Commodity: Soybeans (STCC 01-144-XX)</p> | | | | | | | | | | | | | | | | | | |
| <p>Origin: Chicago, IL</p> | <table border="1"> <tr> <td></td> <td>Private</td> <td>Railroad</td> </tr> <tr> <td>Destination</td> <td></td> <td></td> </tr> <tr> <td>Indiana Stations:</td> <td></td> <td></td> </tr> <tr> <td>Decatur</td> <td>\$580</td> <td>\$620</td> </tr> <tr> <td>Ohio Stations:</td> <td></td> <td></td> </tr> <tr> <td>Delphos</td> <td>\$690</td> <td>\$730</td> </tr> </table> | | Private | Railroad | Destination | | | Indiana Stations: | | | Decatur | \$580 | \$620 | Ohio Stations: | | | Delphos | \$690 | \$730 |
| | Private | Railroad | | | | | | | | | | | | | | | | | |
| Destination | | | | | | | | | | | | | | | | | | | |
| Indiana Stations: | | | | | | | | | | | | | | | | | | | |
| Decatur | \$580 | \$620 | | | | | | | | | | | | | | | | | |
| Ohio Stations: | | | | | | | | | | | | | | | | | | | |
| Delphos | \$690 | \$730 | | | | | | | | | | | | | | | | | |
| | <p style="text-align: center;">THROUGH RATES</p> <p>General Rules and Application of Rates:</p> <ol style="list-style-type: none"> (1) Unless exception is made elsewhere in Section 1 of this tariff, application of these rates require shipment to be made on one day from one consignor at one location to one consignee at one destination on one bill of lading. (2) Private indicates privately owned or leased covered hoppers. No mileage allowance will be paid on privately owned or leased cars. (3) Railroad indicates railroad owned or controlled covered hopper, subject to availability (4) CFE will absorb IHB intermediate and CRL origin switch charges at Chicago, IL. No other switching is absorbed in these rates. (5) Rates are in dollars per car (6) ROUTE: CFE direct, reverse application applies on all rates only on rejected cars going back to origin. | | | | | | | | | | | | | | | | | | |
| <p>ITEM 415</p> | | | | | | | | | | | | | | | | | | | |

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|---|---|----------------|-----------------|----------------|-----------------|
| ITEM 415.1 | Commodity: Soybeans (STCC 01-144-XX) | | | | |
| Origin: Chicago, IL (CRIM/Nidera) | DESTINATION | PRIVATE | RAILROAD | PRIVATE | RAILROAD |
| | | 1-24 Cars | 1-24 Cars | 25+ Cars | 25+ Cars |
| | DECATUR, IN | \$796 | \$952 | \$754 | \$910 |
| | DELPHOS, OH | \$832 | \$988 | \$796 | \$952 |
| ITEM 420 (A) | THROUGH RATES | | | | |
| | THIS ITEM HAS BEEN DELETED IN IT'S ENTIRTY. | | | | |

Chicago, Ft. Wayne and Eastern Railroad

11427 Reed Hartman Hwy • Suite 214 • Cincinnati, OH • 45241 • 513-317-2474 •

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**



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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 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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