

CHICAGO, FT. WAYNE & EASTERN RAILROAD

Commercial Support Department (on behalf of CFE) 13901 Sutton Park Drive South, Suite 270 Jacksonville, FL 32224

a Genesee & Wyoming Company

Commercial.Support@gwrr.com

CFE 0160 - 19

Tariff

Effective Date March 15, 2023

Expiration Date December 31, 2023

Disclaimers

FUEL SURCHARGE

• This Rate Authority is subject to the Fuel Surcharge Tariff 92000. Fuel surcharge figures will be posted on a monthly basis, located at: www.gwrr.com

REVERSE RATES

• Rates apply in reverse.

RULE 11 - CHICAGO NOTE

• <u>RULE 11 rates are applicable ONLY on traffic interchanged in Chicago to/from the following stations:</u> Union Pacific (for all traffic); Burlington Northern Santa Fe (for all traffic); Canadian Pacific (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 IA, IL, MN, ND, SD, and WI); Canadian National (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 IA, IL, MN, ND, SD, and WI); Canadian National (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 IA, IL, MN, NE, WI, and the upper peninsula of MI); Chicago Rail Link (for all traffic); Chicago Short Line (for all traffic); Chicago South Shore & South Bend (for all traffic); Elgin Joliet and Eastern (for all traffic); Manufacturers Junction (for all traffic); Wisconsin & Southern (for all traffic).

GENERAL RULES

• This Confidential Exempt Railroad Quotation (the "Quotation" or "Agreement") shall become binding on the parties upon acceptance by the Customer named above. Customer may accept the terms & conditions of this Agreement either by written notice to Chicago, Ft. Wayne & Eastern Railroad., CFE or by tender of traffic under its terms.

• Additionally, it is acknowledged and agreed to by the parties that any services not covered by this Agreement are subject to the rules and provisions of the General Tariff 70067-series Charge Catalog for the CFE, as such tariffs may be amended, supplemented, modified, or superseded from time to time.

• Except when in conflict with the other provisions of this Quotation, shipments of Commodity(ies) tendered for transportation hereunder shall be governed by tariffs, exempt circulars, rules, regulations, and classifications, as each may be amended, supplemented, modified, or superseded from time to time, that would govern the rights and obligations of the parties if this Quotation did not exist, except that no diversion, reconsignment or transit privileges will be permitted. Each shipment hereunder shall be tendered to Carriers on a Uniform Straight Bill of Lading. CFE Quote number (located on Page 1) must be shown on all bills of lading tendered for shipment.

• This Quotation can be cancelled upon 20 days' notice and tariff terms and rates shall apply to all traffic received by CFE thereafter, as such tariffs may be amended, superseded from time to time. Reverse application applies only on rejected shipments returning to point of origin via reverse route. Except when specifically provided herein, rates do not include switching charges at origin or destination.

• Customer shall not disclose either the existence or terms of this Quotation to any third party without the written consent of the Railroad.

LOSS OR DAMAGE

• In addition to all limitations provided for in The General Tariff 70067-series, no claim for physical loss or damage to any one shipment transported hereunder shall be made or filed by Customer for amounts of \$250.00 or less. Any claims should be filed with the destination Carrier.

EXEMPT / NON EXEMPT

• Exempt Rates apply when the Rule 11 - Chicago, IL Note applies, to or from the noted specific locations listed in this document. Non-Exempt rates do not qualify for the reduced Rule 11- Chicago, IL rates when the specific exempt locations are not used.

General Conditions

Description
Mileage allowance payments will not apply.
Price applies in Flat Cars.
Price applies in Unequipped Hopper Cars.
Price applies in Gondola Cars.

Price must be used in combination with other prices for the portion of the shipment prior to specified origin. Separate freight bills will be issued for each price used according to the provisions of Railway Accounting Rule 11.

Commodities

STCC	Product Code	Description	Exclude
40211	40211	IRON AND STEEL SCRAP	

Route & Rates

CFE

Origin	Destination	*Own.	Total	Rate Qualifier	*Ref.
COLUMBIA CITY, IN ARCOLA, IN	FORT WAYNE, IN	Rail	\$1063.00	Per Car	1,A
COLUMBIA CITY, IN ARCOLA, IN	FORT WAYNE, IN	Shipper	\$989.00	Per Car	1,A
CHICAGO, IL	DELTA, OH	Rail	\$2719.00	Per Car	А
CHICAGO, IL	DELTA, OH	Shipper	\$2337.00	Per Car	А
CHICAGO, IL	DELTA, OH	Rail	\$3264.00	Per Car	2,3,A
CHICAGO, IL	DELTA, OH	Shipper	\$2882.00	Per Car	2,3,A
CHICAGO, IL	DELTA, OH	Rail	\$2784.00	Per Car	3,4, 9, A
CHICAGO, IL	DELTA, OH	Shipper	\$2402.00	Per Car	3,4, 9, A
CHICAGO, IL	DELTA, OH	Rail	\$2089.00	Per Car	3,5, A
CHICAGO, IL	DELTA, OH	Shipper	\$1707.00	Per Car	3,5,A
CHICAGO, IL	DELTA, OH	Rail	\$2239.00	Per Car	6,7,A
CHICAGO, IL	DELTA, OH	Shipper	\$1857.00	Per Car	6,7,A
LIMA, OH	COLUMBIA CITY, IN ARCOLA, IN	Rail	\$1469.00	Per Car	8, A

*Own. refers to Equipment Ownership *Both implies Shipper and Rail Owned *Ref. refers to Reference Number

Route & Rates

CFE

Origin	Destination	*Own.	Total	Rate Qualifier	*Ref.
LIMA, OH	COLUMBIA CITY, IN ARCOLA, IN	Shipper	\$1341.00	Per Car	8, A
CHICAGO, IL	COLUMBIA CITY, IN ARCOLA, IN	Rail	\$1571.00	Per Car	6,7,A
CHICAGO, IL	COLUMBIA CITY, IN ARCOLA, IN	Shipper	\$1491.00	Per Car	6,7,A
CHICAGO, IL	COLUMBIA CITY, IN ARCOLA, IN	Rail	\$2051.00	Per Car	5, A
CHICAGO, IL	COLUMBIA CITY, IN ARCOLA, IN	Shipper	\$1971.00	Per Car	5, A
CHICAGO, IL	COLUMBIA CITY, IN ARCOLA, IN	Rail	\$2596.00	Per Car	2, A
CHICAGO, IL	COLUMBIA CITY, IN ARCOLA, IN	Shipper	\$2516.00	Per Car	2, A
CHICAGO, IL	COLUMBIA CITY, IN ARCOLA, IN	Rail	\$2116.00	Per Car	4, 9, A
CHICAGO, IL	COLUMBIA CITY, IN ARCOLA, IN	Shipper	\$2036.00	Per Car	4, 9, A
CHICAGO, IL	COLUMBIA CITY, IN ARCOLA, IN	Rail	\$1421.00	Per Car	5, A
CHICAGO, IL	COLUMBIA CITY, IN ARCOLA, IN	Shipper	\$1341.00	Per Car	5, A

*Own. refers to Equipment Ownership *Both implies Shipper and Rail Owned *Ref. refers to Reference Number

References

*Ref.	Description
1	Switching charges of NS at Destination will be absorbed up to \$ 250.
А	Rates are published in US dollars
2	Switching charges at Origin, within the Burns Harbor, IN and Portage, IN Switching District, will be absorbed up to \$800.
3	Switching charges of IORY at Destination will be absorbed.
4	Switching charges of IHB at Origin will be absorbed up to \$ 695.
5	Price applies on Exempt Origins per "RULE 11 - CHICAGO NOTE" as indicated in Disclaimers section above.
6	Switching charges of BRC at Origin will be absorbed.
7	Price applies when shipment is Prior Rail Movement and via WSOR.
8	Rate only applies when interchanging from CSXT.
9	Rates exclude Burns Harbor, IN and Portage, IN switch stations.

*Ref. refers to Reference Number