



# Toledo, Peoria & Western Railway

A RailAmerica Company



## **FREIGHT TARIFF TPW 4100-I**

(Cancels TPW 4100-H and all Supplements)

NAMING  
LOCAL & PROPORTIONAL RATES  
ON CARLOADS OF GRAIN BETWEEN STATIONS  
OF  
THE TOLEDO, PEORIA & WESTERN RAILWAY

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This tariff applies on interstate traffic and intrastate traffic in the States of 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 5

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Issued: September 10, 2009

Effective: October 1, 2009

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Issued By:  
Toledo, Peoria & Western Railway  
1990 East Washington Street  
East Peoria, IL 61611

<b>ITEM</b>	<b>APPLICATION OF RULES AND ACCESSORIAL CHARGES</b>
<b>10 (C)</b>	This Tariff, unless otherwise noted, is governed by all rules and charges of TPW RA 1000 Series and Mileage Fuel Surcharge TPW T 9002 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 TPW. Charges for services rendered under terms of this tariff will accrue against the customer located on the TPW, unless other arrangements have been made with TPW 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 COMMODITIES</b>
<b>200</b>	Rates named in this Tariff apply on the following commodities as described in STCC 6001 Series
<b>ITEM</b>	<b>RATE INDEX</b>
<b>400</b>	Unless otherwise provided, TPW will not absorb any switch charges at origin or destination. All switch charges will be in addition to these rates. Reverse application applies on all rates for rejected loads going back to origin only.
	<b>LOCAL RATES</b>
<b>ITEM</b> <b>405(A)</b>	<p>General Rules and Application of Rates:</p> <ol style="list-style-type: none"> <li>(1) <b>Column 1 Rates</b> – Applicable in shipments of 1 to 14 cars with cubic capacity not exceeding 4750 cu. ft.</li> <li>(2) <b>Column 2 Rates</b> – Applicable in shipments of 15 to 24 cars with cubic capacity not exceeding 4750 cu. ft.</li> <li>(3) <b>Column 3 Rates</b> – Applicable in shipments of 25 or more cars with cubic capacity not exceeding 4750 cu. ft.</li> <li>(4) <b>Column 4 Rates</b> – Applicable in shipments of 1 to 14 cars with cubic capacity exceeding 4750 cu. ft.</li> <li>(5) <b>Column 5 Rates</b> – Applicable in shipments of 15 to 24 cars with cubic capacity exceeding 4750 cu. ft.</li> <li>(6) <b>Column 6 Rates</b> – Applicable in shipments of 25 or more cars with cubic capacity exceeding 4750 cu. ft.</li> <li>(7) 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. Cars must be spotted in one cut.</li> <li>(8) Rates applicable in privately owned or leased equipment (See Notes 10 and 11); TPW controlled equipment, subject to availability; or in foreign rail line equipment (See Note 12).</li> <li>(9) NO mileage allowance will be paid on privately controlled cars.</li> <li>(10) On shipments in foreign railroad controlled equipment, Rates will be <b>increased</b> by \$75 per car.</li> <li>(11) ROUTE: TPW direct; reverse application applies on all rates for rejected loads returning to origin only.</li> </ol>

<b>ITEM</b> <b>405.1</b>	<b>Commodity: Corn (STCC 01-132-XX); Grain Screenings (STCC 01-139-30); Sorghum (STCC 01-136-XX); Wheat (STCC 01-137-XX), Soybeans (STCC 01-144-XX);</b>
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	Rates in dollars per car					
	Col 1	Col 2	Col 3	Col 4	Col 5	Col 6
<b>Destinations:</b> TPW Served Industries in East Peoria, IL, Peoria, IL						
	<b>Illinois Stations:</b>					
	Cruger	300	265	230	324	286 248
	Gridley	400	365	330	432	394 356
	Meadows	400	365	330	432	394 356
	Weston	425	390	355	459	421 383
	Fairbury	425	390	355	459	421 383
	Forrest	425	390	355	459	421 383
	Chatsworth	425	390	355	459	421 383
	Piper City	445	410	375	481	443 405
	La Hogue	445	410	375	481	443 405
	Crescent City	445	410	375	481	443 405
	Webster (when from rail beyond only) (2)	485	N/A	N/A	524	N/A N/A
	Sheldon (2)	485	450	415	524	486 448
	<b>Indiana Stations:</b>					
	Goodland	485	450	415	524	486 448
	Remington	485	450	415	524	486 448
	Wolcott	485	450	415	524	486 448
	Reynolds	485	450	415	524	486 448

Note 1 – No switching is absorbed.  
Note 2 – May be used as proportional rates.

ITEM 405.3	Commodity: Soybeans (STCC 01-144-XX)																			
<b>Destination:</b> Gilman, IL	Rates in dollars per car																			
	Origin (1)                      Col 1    Col 2    Col 3    Col 4    Col 5    Col 6																			
	<b>Illinois Stations:</b>																			
	Sommer	Peoria	Cruger	Gridley	Meadows	Weston	Fairbury	Forrest	Chatsworth	Piper City	La Hogue	Crescent City	Webster (when from rail beyond only)	(2)	Sheldon (2)	<b>Indiana Stations:</b>	Goodland	Remington	Wolcott	Reynolds
	420	420	355	355	355	355	355	355	305	305	305	305	305	305	305	355	355	355	355	355
	385	385	320	320	320	320	320	320	270	270	270	270	N/A	270	270	320	320	320	320	320
	350	350	285	285	285	285	285	285	235	235	235	235	N/A	235	235	285	285	285	285	285
	454	454	383	383	383	383	383	383	329	329	329	329	329	329	329	383	383	383	383	383
	416	416	346	346	346	346	346	346	292	292	292	292	N/A	292	292	346	346	346	346	346
	378	378	308	308	308	308	308	308	254	254	254	254	N/A	254	254	308	308	308	308	308
	Note 1 – No switching is absorbed. Note 2 – May be used as proportional rates.																			

<p><b>ITEM</b> <b>406(A)</b></p>	<p><b>LOCAL RATES</b></p>
	<p>General Rules and Application of Rates:</p> <ol style="list-style-type: none"> <li>(1) <b>Column 1 Rates</b> – Applicable in shipments of 1 to 14 cars with cubic capacity not exceeding 4750 cu. ft.</li> <li>(2) <b>Column 2 Rates</b> - Applicable in shipments of 15 to 24 cars with cubic capacity not exceeding 4750 cu. ft.</li> <li>(3) <b>Column 3 Rates</b> – Applicable in shipments of 25 or more cars with cubic capacity not exceeding 4750 cu. ft..</li> <li>(4) <b>Column 4 Rates</b> – Applicable in shipments of 1 to 14 cars with cubic capacity exceeding 4750 cu. ft.</li> <li>(5) <b>Column 5 Rates</b> - Applicable in shipments of 15 to 24 cars with cubic capacity exceeding 4750 cu. ft.</li> <li>(6) <b>Column 6 Rates</b> – Applicable in shipments of 25 or more cars with cubic capacity exceeding 4750 cu. ft.</li> <li>(7) Unless exception is made elsewhere in Section 1 of this tariff, application of these rates require shipment of 15 carloads or more to be made on one day to one consignee at one destination on one bill of lading.</li> <li>(8) Rates applicable in privately owned or leased equipment (See Note 9); TPW controlled equipment, subject to availability; or in foreign rail line equipment (See Note 10).</li> <li>(9) NO mileage allowance will be paid on privately controlled cars.</li> <li>(10) On shipments in foreign railroad controlled equipment, Rates will be <b>increased</b> by \$75 per car.</li> <li>(11) ROUTE: TPW direct; reverse application applies on all rates for rejected loads returning to origin only.</li> <li>(12) 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. Cars must be spotted in one cut.</li> </ol>

<b>ITEM</b>  <b>406.1</b>	<b>Commodity: Corn (STCC 01-132-XX); Soybeans (STCC 01-144-XX); Grain Screenings (STCC 01-139-30); Sorghum (STCC 01-136-XX); Wheat (STCC 01-137-XX)</b>					
<b>Destinations:</b> TZPR Group (3)	Rates in dollars per car					
	Origin (1)	Col 1	Col 2	Col 3	Col 4	Col 5
<b>Illinois Stations:</b>						
Cruger 655 380 345 707 410 373						
Gridley 755 480 445 815 518 481						
Meadows 755 480 445 815 518 481						
Weston 780 505 470 842 545 508						
Fairbury 780 505 470 842 545 508						
Forrest 780 505 470 842 545 508						
Chatsworth 780 505 470 842 545 508						
Piper City 800 525 490 864 567 529						
La Hogue 800 525 490 864 567 529						
Crescent City 800 525 490 864 567 529						
Webster (when from rail beyond only) (2) 840 N/A N/A 907 N/A N/A						
Sheldon (2) 840 565 530 907 610 572						
<b>Indiana Stations:</b>						
Goodland 840 565 530 907 610 572						
Remington 840 565 530 907 610 572						
Wolcott 840 565 530 907 610 572						
Reynolds 840 565 530 907 610 572						
Note 1 – Includes full absorption of TZPR reciprocal switching at destination. Note 2 – May be used as proportional rates. Note 3 – TZPR Group includes Peoria, Pekin, and Creve Coeur, IL.						

**PROPORTIONAL RATES  
(FOR MOVEMENT BEYOND DESTINATION SUBJECT TO AAR RULE 11)**

**ITEM  
410**

General Rules and Application of Rates:

- (1) **Column 1 Rates** – Applicable in shipments of 1 to 59 cars in railroad owned or leased covered hoppers
- (2) **Column 2 Rates** – Applicable in shipments of 60 or more cars in railroad owned or leased covered hoppers
- (3) **Column 3 Rates** – Applicable in shipments of 1 to 59 cars in private zero mileage covered hoppers
- (4) **Column 4 Rates** – Applicable in shipments of 60 or more cars in private zero mileage covered hoppers
- (5) **Subject to TPW T 9002 fuel surcharge provisions**
- (6) **Unit Train Gathering:** Application of these rates requires shipments to be made on one day from one or more consignors at one or more locations to one destination. When using these rates to build unit trains each consignor is responsible for providing a bill of lading showing how many cars are being released from that facility, what other facilities are providing cars and how many cars each facility is providing. Rates will be applied based on number of cars at each station and number of cars in the total gathered unit.
- (7) **Unit Train Switching:** If multiple switches are requested at one facility for the purpose of building unit trains, rates will be **INCREASED** \$5.00 per car for all cars in the unit.
- (8) **Route:** TPW direct (for movement beyond destination subject to AAR Rule 11). Reverse application applies on all rates for rejected loads returning to origin only.

ITEM 410.1	Commodity: Grains (STCC 01-XXX-XX)				
<p style="text-align: center;"><b>Destination:</b> Reynolds, IN (when for beyond on CSXT)</p>	Rates in dollars per car				
	Origin (1) (2)	1-59 cars RR Col 1	60+ cars RR Col 2	1-59 cars PVT Col 3	60+ cars PVT Col 4
<b>Illinois Stations:</b>					
	Cruger	555	480	480	405
	Gridley	525	N/A	450	N/A
	Meadows	525	450	450	375
	Weston	525	450	450	375
	Fairbury	525	450	450	375
	Forrest	525	N/A	450	N/A
	Chatsworth	495	N/A	420	N/A
	Piper City	495	N/A	420	N/A
	La Hogue	495	N/A	420	N/A
	Crescent City	495	N/A	420	N/A
	Sheldon	365	290	290	215
<b>Indiana Stations:</b>					
	Goodland	365	290	290	215
	Remington	365	290	290	215
	Wolcott	365	N/A	290	N/A
	Reynolds	365	N/A	290	N/A
Note 1 No switching is absorbed.					
Note 2 – 65-Car Unit Train Loader Groups					
1. Cruger, IL					
2. Meadows, Weston & Fairbury, IL					
3. Sheldon, IL					
4. Goodland & Remington, IN					
<b>SPLIT TRAIN CHARGE</b>					
TPW will assess a split train charge of \$3,000.00 per train to split within the listed “65-Car Unit Train Loader Groups”.					

ITEM 410.2	Commodity: Grains (STCC 01-XXX-XX)				
<p style="text-align: center;"><b>Destination:</b> Logansport, IN (when for beyond on NS)</p>	Rates in dollars per car				
	1-44 cars	45+ cars	1-44 cars	45+ cars	
Origin (1) (2)		RR Col 1	RR Col 2	PVT Col 3	PVT Col 4
<b>Illinois Stations:</b>					
Cruger		570	495	505	430
Gridley		550	N/A	475	N/A
Meadows		550	475	475	400
Weston		550	475	475	400
Fairbury		550	475	475	400
Forrest		520	N/A	475	N/A
Chatsworth		520	N/A	475	N/A
Piper City		520	N/A	475	N/A
La Hogue		520	N/A	475	N/A
Crescent City		520	N/A	475	N/A
Sheldon		475	400	400	325
<b>Indiana Stations:</b>					
Goodland		475	400	400	325
Remington		475	400	400	325
Wolcott		475	N/A	400	N/A
Reynolds		475	N/A	400	N/A
<p>Note 1 No switching is absorbed.  Note 2 – 50-Car Unit Train Loader Groups</p> <ol style="list-style-type: none"> <li>1. Cruger, IL</li> <li>2. Meadows, Weston &amp; Fairbury, IL</li> <li>3. Sheldon, IL</li> <li>4. Goodland &amp; Remington, IN</li> </ol> <p><b>SPLIT TRAIN CHARGE</b>  TPW will assess a split train charge of \$3,000.00 per train to split within the listed “50-Car Unit Train Loader Groups”.</p>					

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<b>ITEM</b> <b>410.3</b>	<b>Commodity: Grains (STCC 01-XXX-XX)</b>
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	Rates in dollars per car				
		1-44 cars	45+ cars	1-44 cars	45+ cars
		RR	RR	PVT	PVT
	Origin	Col 1	Col 2	Col 3	Col 4
<b>Illinois Stations:</b>					
Cruger	370	295	295	220	
Gridley	490	N/A	415	N/A	
Meadows	490	415	415	340	
Weston	490	415	415	340	
Fairbury	490	415	415	340	
Forrest	490	N/A	415	N/A	
Chatsworth	520	N/A	445	N/A	
Piper City	520	N/A	445	N/A	
La Hogue	520	N/A	445	N/A	
Crescent City	520	N/A	445	N/A	
Sheldon	555	480	480	405	
<b>Indiana Stations:</b>					
Goodland	555	480	480	405	
Remington	555	480	480	405	
Wolcott	555	N/A	480	N/A	
Reynolds	555	N/A	480	N/A	

**Destinations:**  
Sommer, IL (when for beyond on UP)  
Farmdale, IL (when for beyond on NS)

- Note 1 No switching is absorbed.  
Note 2 – 50-Car Unit Train Loader Groups
1. Cruger, IL
  2. Meadows, Weston & Fairbury, IL
  3. Sheldon, IL
  4. Goodland & Remington, IN

**SPLIT TRAIN CHARGE**  
TPW will assess a split train charge of \$3,000.00 per train to split within the listed “50-Car Unit Train Loader Groups”.

ITEM 410.4	Commodity: Grains (STCC 01-XXX-XX)				
<p style="text-align: center;"><b>Destination:</b> Peoria, IL Includes absorption of TZPR intermediate switch charge at Peoria, IL. (when for beyond on TZPR served carriers)</p>	Rates in dollars per car				
	Origin	1-44 cars RR Col 1	45+ cars RR Col 2	1-44 cars PVT Col 3	45+ cars PVT Col 4
<b>Illinois Stations:</b>					
	Cruger	460	385	385	310
	Gridley	590	N/A	515	N/A
	Meadows	590	515	515	440
	Weston	590	515	515	440
	Fairbury	590	515	515	440
	Forrest	590	N/A	515	N/A
	Chatsworth	620	N/A	545	N/A
	Piper City	620	N/A	545	N/A
	La Hogue	620	N/A	545	N/A
	Crescent City	620	N/A	545	N/A
	Sheldon	650	575	575	500
<b>Indiana Stations:</b>					
	Goodland	650	575	575	500
	Remington	650	575	575	500
	Wolcott	650	N/A	575	N/A
	Reynolds	650	N/A	575	N/A
Note 1 – TZPR intermediate switch absorbed.					
Note 2 – 50-Car Unit Train Loader Groups					
1. Cruger, IL					
2. Meadows, Weston & Fairbury, IL					
3. Sheldon, IL					
4. Goodland & Remington, IN					
<b>SPLIT TRAIN CHARGE</b>					
TPW will assess a split train charge of \$3,000.00 per train to split within the listed “50-Car Unit Train Loader Groups”.					

ITEM 410.5	Commodity: Grains (STCC 01-XXX-XX)				
<p style="text-align: center;"><b>Destination:</b> Gilman, IL (when for beyond on CN)</p>	Rates in dollars per car				
		1-44 cars RR	45+ cars RR	1-44 cars PVT	45+ cars PVT
	Origin	Col 1	Col 2	Col 3	Col 4
	<b>Illinois Stations:</b>				
	Cruger	495	420	420	345
	Gridley	425	N/A	350	N/A
	Meadows	425	350	350	275
	Weston	425	350	350	275
	Fairbury	425	350	350	275
	Forrest	325	N/A	250	N/A
	Chatsworth	325	N/A	250	N/A
	Piper City	325	N/A	250	N/A
	La Hogue	325	N/A	250	N/A
	Crescent City	325	N/A	250	N/A
Sheldon	365	290	290	215	
<b>Indiana Stations:</b>					
Goodland	425	350	350	275	
Remington	425	350	350	275	
Wolcott	425	N/A	350	N/A	
Reynolds	425	N/A	350	N/A	
<p>Note 1 – TZPR intermediate switch absorbed.</p>					
<p>Note 2 – 50-Car Unit Train Loader Groups</p>					
<p>1. Cruger, IL</p>					
<p>2. Meadows, Weston &amp; Fairbury, IL</p>					
<p>3. Sheldon, IL</p>					
<p>4. Goodland &amp; Remington, IN</p>					
<p><b>SPLIT TRAIN CHARGE</b></p>					
<p>TPW will assess a split train charge of \$3,000.00 per train to split within the listed “50-Car Unit Train Loader Groups”.</p>					

ITEM 600(C)	EXPLANATION OF ABBREVIATIONS
BLOL	Bloomer Shippers Connecting Railroad Company
BNSF	Burlington Northern Santa Fe Railway
CERA	Central Railroad Company of Indianapolis
CN	Canadian National Railway
CSX	CSX Transportation
IAIS	Iowa Interstate Railroad, LTD.
IL	Illinois
IMRR	Illinois & Midland Railroad, Inc.
IN	Indiana
KBSR	Kankakee, Beaverville and Southern Railroad Company
LER	Logansport & Eel River Short-Line Co., Inc.
NEC	Not Elsewhere Classified
NS	Norfolk Southern
STCC	Standard Transportation Commodity Code
TZPR	Tazwell & Peoria Railway
UP	Union Pacific Railroad

# Toledo, Peoria & Western Railway

1990 East Washington St. • East Peoria, IL • 61611 • 561-226-6809 • Fax 561-241-5397 •

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**



A RailAmerica Company

# Toledo, Peoria & Western Railway

1990 East Washington St. • East Peoria, IL • 61611 • 561-226-6809 • Fax 561-241-5397 •

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

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## 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 \_\_\_\_\_

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## 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