



## Toledo, Peoria & Western Railway

A RailAmerica Company



### Freight Tariff TPW 4200-B

(Cancels FT TPW 4200 A and all Supplements)

NAMING  
LOCAL & PROPORTIONAL RATES  
ON CARLOADS OF GRAIN PRODUCTS 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 25, 2007

Effective: November 1, 2007

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

<b>APPLICATION OF RULES AND ACCESSORIAL CHARGES</b>				
<b>ITEM</b> <b>10</b>	This Tariff, unless otherwise noted, is governed by all rules and charges of FT TPW 6000 Series, FT TPW 8000 Series, FT TPW 9002 Series and FT TPW 9300 series,			
<b>PAYMENT AND CREDIT TERMS</b>				
<b>ITEM</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>LIST OF COMMODITIES</b>				
<b>ITEM</b> <b>200</b>	Rates named in this Tariff apply on the following commodities as described in STCC 6001 Series			
<b>STCC</b>		<b>COMMODITY</b>		
20-923-XX		Soybean cake, flour, grits, meal or other by products		
<b>RATE INDEX</b>				
<b>ITEM</b> <b>400</b>	<p>Unless otherwise provided no switch charges will be absorbed at origin or destination. All unabsorbed switch charges will be in addition to these rates.</p> <p>Reverse Application applies only on rejected loads going back to origin.</p> <p>RR applies to shipments in railroad supplied cars.</p> <p>PVT applies to shipments in shipper supplied cars paying no mileage allowance.</p>			
<b>ORIGIN</b>	<b>DESTINATION</b>	<b>ROUTE</b>	<b>PVT Cars</b>	<b>RR Cars</b>
Gilman, IL	Sommer, IL	TPW Direct	\$405	\$530
	Peoria, IL*	TPW Direct	\$485	\$610
	Farmdale, IL	TPW Direct	\$405	\$530
	Reynolds, IN	TPW Direct	\$405	\$530
	Logansport, IN	TPW Direct	\$405	\$530
*TPW absorbs one TZPR intermediate switch charge with this rate				

**ITEM****600****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	Tazewell and Peoria Railroad
UP	Union Pacific Railroad
WSRY	Winamac Southern Railway

# 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**



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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 of 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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