



**RailAmerica
General Tariff**

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**CREDIT TERMS AND SECURITY DEPOSIT – SECTION II
(ORIGINAL)**

CREDIT TERMS AND SECURITY DEPOSIT



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▲(ITEM - 1000) SECURITY DEPOSITS FOR PAYMENT OF DEMURRAGE AND STORAGE CHARGES

All Consignors, Consignees or agents thereof conducting business with a Subscribing Carrier, or on a Subscribing Carrier's property, will be required to apply for credit with the Subscribing Carrier.

All railroads, except Class 1 rail carriers and rail carriers that conducted business with the Subscribing Carrier prior to January 1, 2009, will be required to apply for credit with the Subscribing Carrier.

Credit will be granted solely at the discretion of the Subscribing Carrier.

▲(ITEM - 1005) PAYMENT AND CREDIT TERMS

All charges under this tariff must be prepaid, unless satisfactory arrangements with Subscribing Carrier have been made prior to performance of service.

Charges for services rendered under terms of this tariff will accrue against the customer located on the Subscribing Carrier or against the responsible rail carrier involved, unless arrangements to the contrary have been made with Subscribing Carrier prior to performance of service.

All payment for services covered herein are due and payable within fifteen (15) days following the invoice date. Payments received after expiration of the credit period shall be subject to a service charge of one and one-half percent (1 ½%) per month (or fraction thereof) of the outstanding balance.



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(ITEM - 1010) SECURITY DEPOSITS FOR PAYMENT ACCESSORIAL CHARGES

A security deposit to insure payment of any accessorial charges that may accrue will be required from every Consignor, Consignee, or agent thereof who:

- A. Is not on the Subscribing Carrier's credit list, and
- B. Fails to pay accessorial charges after specific written demand referring to this tariff provision.

A deposit must be paid, by wire transfer, before any freight car is delivered to such Consignor, Consignee, or agent thereof for Loading or Unloading. A deposit on one unit of equipment is not transferable to another.

A deposit for each car shall be in the minimum amount of two hundred dollars (200.00) or up to the maximum amount of accessorial charges that accrued on any one car during the preceding twelve (12) months.

In the case of a Consignor, Consignee or agent thereof receiving multiple carloads for Loading or Unloading, the total amount required to be deposited shall not exceed the lesser of the amount of existing past accessorial charges accrued by the Consignor, Consignee, or agent thereof due or \$25,000.

Once the Consignor, Consignee, or agent thereof is placed on Subscribing Carriers' authorized credit list, or has paid all outstanding accessorial charges and has given assurance to the satisfaction of the Carrier's credit office that future accessorial charges will be paid within the credit period prescribed in applicable tariffs, the Subscribing Carrier will refund the balance of the deposit to the Consignor, Consignee, or agent thereof by the 5th day of the month following that in which the equipment is released to the Subscribing Carrier after deducting any and all unpaid accessorial charges.

Security deposits will no longer be required after the Consignor, Consignee, or agent thereof either:

- A. Is placed on Subscribing Carriers' authorized credit list, or
- B. Has paid all outstanding accessorial charges and has given assurance to the satisfaction of the Carrier's credit office that future accessorial charges will be paid within the credit period prescribed in applicable tariffs.



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(ITEM - 1020) APPLICATION FOR CREDIT

Date ____/____/____

Company Name _____ Phone _____
(Area code & number)

D/B/A _____ For Past _____ Years

Address _____
(Street) (City) (State/Province) (Zip/Postal Code)

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. _____



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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 _____

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)