

BNSF RAILWAY COMPANY
SURETY BOND COVERING CREDIT FOR TRANSPORTATION CHARGES

Know all men by these presents, that _____ as Principal, and _____ as Surety, are held and firmly bound unto BNSF RAILWAY COMPANY (Railroad), its successors and assigns, in the sum of _____ Dollars (\$_____) the maximum liability hereunder, lawful money of the United States, for the payment of which the Principal, and the Surety, bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, on the terms and conditions as set forth below:

WHEREAS, Principal is desirous of purchasing transportation services and/or trailer use privileges from Railroad and in order to guarantee payment of said services, Principal hereby provides Railroad with this Indemnity Bond.

WHEREAS, in the event Principal fails to pay Railroad any amount due for any said transportation service, Trailer Use charge, and/or other related charges within thirty (30) days of billing thereof, Railroad may obtain payment of any such amount(s) due from Surety under this Indemnity Bond without waving any rights it may have against Principal, and Surety shall be liable for all such amount(s) due up to the maximum liability set forth above. Surety's obligation hereunder will arise upon Surety's receipt of written notification of claim by Railroad. Surety will remit payment to Railroad within fifteen (15) days of its receipt of a claim from Railroad.

The term of this Indemnity Bond is perpetual; provided, however, upon payment by the Surety of its total liability hereunder, this Indemnity Bond shall be void. This Indemnity Bond also may be terminated by Surety upon written notice to Railroad and said termination shall be effective thirty (30) days after receipt by Railroad of said written notice; such written notice send to, BNSF Railway Company, Attention Credit Manager, 3001 Lou Menk Drive, Fort Worth, Texas 76131. Termination of this Indemnity Bond will not release either the Principal or the Surety from any obligation(s) incurred hereunder prior to the effective date of such termination.

Any insurance policy shall be written by a reputable insurance company acceptable to BNSF or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state (s) in which the service is to be provided.

Signed, sealed and dated this _____ day of _____, 20__.

Principal

Surety

By: _____

By: _____

Title

Title

Business Phone Number

Surety Phone Number

Surety Address