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May 15, 2003

Via Facsimile: (202) 783-6947
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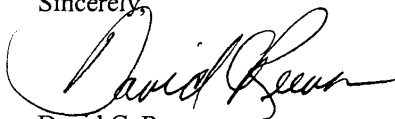
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RE: Finance Docket No. 34335
*Keokuk Junction Railway Company--Feeder Railroad Development Application--
Line Of Toledo, Peoria & Western Railway Corporation Between La Harpe And
Hollis, IL*

Lou:

Enclosed are discovery requests in connection with the above-captioned proceeding. As the Board's May 9 decision makes clear, information related to the traffic on the east end of the Line is relevant to the valuation issue and the Board's consideration of whether to accept or reject the application. Accordingly, please have your client respond fully to these requests according to the instructions herein not later than Friday, May 30, 2003. If you have any questions about these requests or believe that a confidentiality agreement is needed in order for your client to respond to them, please call me immediately to discuss same.

Sincerely,


David C. Reeves

Enclosure

cc: The Honorable Vernon A. Williams

**BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C.**

FINANCE DOCKET NO. 34335

**KEOKUK JUNCTION RAILWAY COMPANY--
FEEDER RAILROAD DEVELOPMENT APPLICATION--
LINE OF TOLEDO, PEORIA & WESTERN RAILWAY CORPORATION
BETWEEN LA HARPE AND HOLLIS, IL**

SECOND SET OF DISCOVERY REQUESTS

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DATED: May 15, 2003

**BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C.**

FINANCE DOCKET NO. 34335

**KEOKUK JUNCTION RAILWAY COMPANY--
FEEDER RAILROAD DEVELOPMENT APPLICATION--
LINE OF TOLEDO, PEORIA & WESTERN RAILWAY COMPANY
BETWEEN LA HARPE AND HOLLIS, IL**

SECOND SET OF DISCOVERY REQUESTS

TO: Toledo, Peoria & Western Railway Corporation

Comes now the Keokuk Junction Railway Company ("KJRY" or "Applicant"), by its counsel, and pursuant to 49 C.F.R. §§ 1114.26, 1114.27, 1114.30 and 1151.2.(d), hereby requests that the Toledo, Peoria and Western Railway Corporation ("TP&W") answer interrogatories and produce documents as set forth below. Each discovery request should be answered separately and fully in writing, unless all or a portion of it is objected to, in which event the reasons for objecting to the portion objected to should be stated, and the remainder of the request should be answered separately and fully in writing. The answers are to be signed under oath by the person making them. Respondents are requested to serve responses to this discovery within 15 days of the date of service hereof unless the parties otherwise agree. Respondents should contact the undersigned expeditiously to discuss any objections or questions regarding these requests.

DEFINITIONS

1. "KJRY" means Keokuk Junction Railway Co.
2. "Line" means the rail, ties, and other track material, and right-of-way, owned or used by TP&W between Milepost 194.5 at La Harpe and Milepost 118.5 at or near Hollis, Illinois, including the spur at or near Mapleton.
3. "STB" means the Surface Transportation Board.
4. "Application" means the feeder railroad development application to acquire the Line filed with the STB by KJRY on April 9, 2003.
5. "TP&W" means the Toledo, Peoria and Western Railway Corporation.
6. "RailAmerica" means RailAmerica, Inc.
7. "Document" means any writing or other compilation of information, whether printed, typed, handwritten, recorded or produced or reproduced by any other process, including but not limited to letters; other correspondence; notes; memoranda; telegrams; papers; articles; books; periodicals; notebooks; contracts; instruments; studies; analyses; intra-company or other communications; records or reports of negotiations between TP&W or RailAmerica or any other person; transcripts; summaries; minutes or other records of, or lists of other records of persons attending or participating in, meetings, conferences, conversations, telephone calls, interviews or communications of any nature; diaries; calendars; appointment books; video or sound records; disks, tapes, computer memories and other data storage devices; computer programs; computer printouts; models; mathematical or statistical data, formulas or statements; graphs; charts; diagrams; plans; drawings; maps; photographs; expressions or statements of policy; brochures; pamphlets; circulars; trade letters; press releases; financial statements; accounting records; accountants' and other worksheets; invoices; receipts; and any other physical object containing,

or permitting the production, writing, or printing of a visible image or sound. Further, the term "document" includes:

- (a). both basic records and summaries of basic records, such as computer runs;
- (b). both original versions and copies that differ in any respect from original versions, including by handwritten notes, editing, interlineations or blind copies; and
- (c). both documents that are or have been in the possession, custody or control of TP&W or its affiliates and documents that are or have been in the possession, custody or control of consultants or others that have assisted TP&W in connection with this proceeding.

8. "Identify," when used in relation to an individual, corporation, partnership, or other entity, means to state the name, address and telephone number thereof. "Identify," when used in relation to a document, means to:

- (a). state the nature of the document (*e.g.*, letter, memorandum, etc.);
- (b). state the author, his or her address, each addressee, each recipient, date, number of pages, and title of the document; and
- (c). provide a brief description of the contents of the document.

9. "Produce" means to provide legible, complete, and exact copies of responsive documents so long as the original responsive documents themselves are retained in files of TP&W, its affiliates (including RailAmerica), its counsel, or the consultants or others who have assisted TP&W in connection with this proceeding, and will be made available if requested. The copies should be sent, via expedited delivery, to the undersigned attorneys. KJRY will pay all reasonable costs for duplication and expedited delivery of documents to its attorneys. To the

extent reasonably possible in the particular circumstances, TP&W should identify the interrogatory or document request to which a particular document is responsive.

10. "Provide," "set forth," "state," "list," or "describe" means to supply a narrative response in accordance with 49 C.F.R. § 1114.26. If the information sought in a particular request is contained in a pre-existing document, that document may be produced in accordance with 49 C.F.R. § 1114.30 as an alternative to supplying a narrative response.

11. "Relating to" or "regarding" a subject means making a statement about, referring to, discussing, describing, reflecting, dealing with, consisting of, constituting, comprising, recording, or in any other way pertaining to the subject, either in whole or in part and either directly or indirectly.

INSTRUCTIONS

1. References to companies include: parent companies, holding companies, subsidiaries, predecessor firms, divisions, subdivisions, components, units, instrumentalities, partnerships, joint ventures, officers, directors, employees, agents, representatives, attorneys, accountants, or consultants.

2. Where knowledge or information in TP&W's possession is requested, such requests include knowledge of TP&W's agents, representatives, contractors, consultants, and attorneys.

3. All uses of the conjunctive include the disjunctive and vice versa. Words in the singular include the plural and vice versa.

4. If TP&W cannot supply exact data in answering any discovery request that calls for a numerical response, TP&W should provide its best estimate of the data called for, indicate

that it has provided its best estimate by making the notation “(est.)” in its response, and describe the basis upon which the estimate was derived.

5. If TP&W cannot answer any part of any discovery request in full, after exercising due diligence to secure the information to do so, it should so state and answer to the extent possible, specifying its inability to answer the remainder, and stating whatever information or knowledge it has of each unanswered part.

6. If TP&W claims that any information or document requested herein is privileged from disclosure, TP&W should:

- (a). state the basis for such claim of privilege;
- (b). state the nature of the information or document withheld;
- (c). state the facts upon which the claim of privilege or other exclusion is based;
- (d). provide the number of such documents that are being withheld from the production on a claim of privilege along with an identification of each such document (author, any addressee, date, length in pages and subject(s)); and
- (e). answer any remaining part of the discovery request for which such claim is not made.

7. These interrogatories and requests for production of documents are continuing in nature and responses should be supplemented promptly as more documents or information responsive to a request become available.

8. A request cannot be denied for lack of information or knowledge unless the answering party states that it has made reasonable inquiry and that the information known or readily obtainable is insufficient to enable an admission or denial.

9. Complete responses to these requests must be received at the office of Troutman Sanders LLP, 401 Ninth Street, N.W., Suite 1000, Washington, D.C. 20004-2134 by 5:45 p.m. on May 30, 2003.

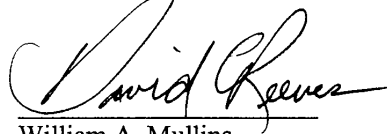
REQUESTS

In accord with the foregoing definitions and instructions, please supply the following information:

1. State for each shipment of freight handled by TP&W to or from any point on the Line during calendar years 2000, 2001 and 2002 the amount of revenue earned by TP&W for handling that shipment.
2. Identify for each shipment of freight handled by TP&W to or from any point on the Line during calendar years 2000, 2001 and 2002, the point where TP&W received the car (either from a shipper or in interchange) and the point where the car left TP&W's possession (either by interchange to another carrier or by delivery to a shipper or receiver), and whether each point named was the origin or destination of the shipment or a point of interchange with another carrier.
3. State the expenses incurred by TP&W in handling each shipment of freight handled by TP&W to or from any point on the Line during calendar years 2000, 2001 and 2002, including but not limited to labor, equipment and fuel costs, switching charges, trackage rights fees and car expense.
4. List all expenditures made by TP&W during calendar years 2000, 2001 and 2002, for maintenance, repair or rehabilitation of the Line.

5. Provide a detailed breakdown of all expenditures believed by TP&W to be necessary to rehabilitate the Line to a condition at which TP&W would be able to operate with reasonable efficiency; *i.e.*, at a minimum FRA Class 1 track condition.
6. Produce all documents containing information responsive to each of the preceding requests.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "David C. Reeves".

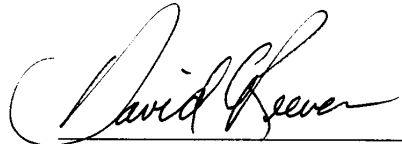
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Telephone: (202) 274-2950
Facsimile: (202) 654-5621

Dated: May 15, 2003

CERTIFICATE OF SERVICE

I, David C. Reeves, hereby certify that on May 15, 2003, I caused a copy of the foregoing discovery requests to be served by facsimile transmission and by first class mail, postage prepaid, upon counsel for Toledo, Peoria and Western Railway Corporation, addressed as follows:

Louis E. Gitomer
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1455 F Street, N.W. Suite 225
Washington, DC 20005
Facsimile: (202) 783-6947



David C. Reeves