



315 W. 3rd Street
Pittsburg, KS 66762
Ph: 620-231-2230
Fax: 620-231-0812

Credit Application/Policy

[rev 03/01/2009]

TO: Alabama Warrior Railway LLC (ABWR), a Watco Company (WATCO)

FROM: Applicant (herein below called: the "Customer")

Customer herein applies for the extension of credit regarding payment for services provided by ABWR. Prior to the establishment of credit, any and all moves will be done on a pre-paid cash basis.

Customer agrees to the following Terms and Conditions of this application/policy:

- A) That the extension of authorized credit terms is at the discretion of ABWR. Failure to comply with the terms and condition found herein may constitute suspension of credit or the requirement of a security deposit, surety bond or other form or insurance.
- B) That any account shall be paid in full in accordance with the authorized credit terms extended and no deductions (by way of contra accounts or other off-sets regarding claims against ABWR) shall be made unless specific arrangements for postponing receipt of said payment (pending investigation and action by ABWR) has been authorized, in writing, by WATCO's Assistant Vice President of Revenue Contract Services. In the absence of such arrangements (prior to the normal due date, "within credit terms"), the presumption will be that items billed and booked are correct.
- C) To be responsible for all freight and sundry items charged to its account in accordance with information reflected on waybills. Any dispute between consignor (shipper) or consignee (receiver) as to payment of these charges is to be settled between them.
- D) Cancellation of service and/or cancellation of credit terms (changing Customer to "Cash" basis). ABWR may stop the supply of any labor or materials or elect to do business on "Cash" basis only when it, in its sole discretion, determines that Customer is in breach of this Agreement or any other contract with ABWR until payment is made and any dispute or insecurity has been resolved.
- E) That in all respects, transactions are subject to ABWR's published rates, terms and conditions.
- F) That if payment is not made and received in accordance with the documented credit terms, ABWR is specifically authorized to pursue all legal collection remedies including the assessment of late payment interest in the amount of 1 1/2% per month (before and after judgment) or the highest permissible lawful rate, on all balances outstanding in excess of 30 days or terms defined in contract with ABWR. Any costs incurred in the process of collecting past due indebtedness will be the responsibility of the party owing said amount. Customer expressly agrees to submit to personal jurisdiction in Kansas and agrees that the forum for any litigation pursuant to this Agreement or any other contract between ABWR and Customer, whether ABWR or Customer brings suit, shall be the County of Crawford, Kansas. This Agreement shall be governed by and construed in accordance with the laws of Kansas.
- G) That payment will be received in accordance with Customer's authorized credit terms even if Customer uses a third party payables operation. No relief or additional days will be granted to Customer that out sources its accounts payable. Any and all issues arising will be resolved between Customer and its Accounts Payable agent.

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- H) To furnish ABWR with copies of audited financial reports (i.e., balance sheet and statement of profit and loss) upon request (not less than once a year). [Note: It is understood that said financial reports will be held strictly in confidence with only authorized personnel having access to such.]
- I) That ABWR is entitled to obtain information from any legitimate source in support of this application.
- J) That Customer agrees to pay all amounts due under this Agreement until ABWR has received written notice closing this account, mailed U.S. Mail Certified Return Receipt Requested, no matter what person or entity ordered or used the labor and material supplied on this account and regardless of any change in the legal structure of Customer or the existence of entities or individuals legally distinct from Customer using or benefiting from the labor and materials supplied. In the event other entities or individuals order or use the labor or materials pursuant to this Agreement, it is agreed that both the customer and such other legal entities or individuals shall be obligated for all amounts due under this Agreement. Applicant agrees to reimburse ABWR for any legal sales or use tax liability paid by ABWR on applicant's transaction(s).
- K) That Customer will provide remittance detail to ABWR when sending payment. Due to security reasons, ABWR is not able to retrieve remittance detail from websites.
- L) That any changes modifications or alterations to this application for credit is not permitted and shall constitute an automatic rejection at this time. Customer acknowledges that it will be required to reapply for credit.
- M) That the ABWR will be paid using Electronic Funds Transfer/Automated Clearing House (EFT/ACH) in conjunction with an accompanying Corporate Trade Exchange (CTX) file (Electronic Remittance Advice), unless otherwise agreed. **Please contact Jocelyn Gates, Credit and Collections at (620) 235-7328, prior to remitting payment electronically.**

ABWR POLICY PROHIBITS THE CONSIDERATION OF INCOMPLETE CREDIT APPLICATIONS. CREDIT APPLICATIONS THAT ARE INCOMPLETE WILL BE RETURNED TO APPLICANT. FAILURE TO COMPLETE ALL INFORMATION REQUESTED WILL RESULT IN THE AUTOMATIC REJECTION OF THIS CREDIT APPLICATION.

** PLEASE ALLOW 7 - 10 BUSINESS DAYS FOR PROCESSING **

It is hereby warranted the policy above [rendered on page #1] has been read and understood and that application information provided is correct. Furthermore, I represent that the applicant herein indicated has the financial ability and willingness to pay all invoices within established terms.

Dated this _____ day of _____ 20_____

Signed: _____

Name Typed or Printed: _____

Title: _____

Company: _____

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Credit Application/Information

(Please type or print with block letters; application must be complete and accurate)

MAIL INVOICE ADDRESS

Full Business Name: _____

Corporation Partnership Proprietorship LLC Other _____

State of Incorporation: _____ Year: _____

Commodity/Commodities to be shipped: _____

Dollar Amount of Credit Requested: \$ _____/MONTH

Street Address: _____ P.O. Box: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____ Email: _____

Type of Business: _____ Number of Years in Business: _____

Person to Contact Regarding Invoices: _____

Telephone: _____ Fax: _____ Email: _____

Federal ID#: _____ Sales Tax Exempt #: _____ (Please attach copy of form)

SIC#: _____ Dun & Bradstreet DUNS Number _____

HEADQUARTERS ADDRESS

Parent Company: _____

Street Address: _____ P.O. Box: _____

City: _____ State/Province: _____ Zip: _____

Telephone: _____ Fax: _____

Website: _____ Email: _____

Federal ID#: _____ Sales Tax Exempt #: _____ (Please attach copy of form)

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Information on Principals defined as:

For Proprietorship or Partnership: List all Owners and/or Partners.

For Corporation or Limited Liability Company: List all Officers, Directors, Members and Majority Stockholders.

Name	Home Address	Phone	Social Sec. No.	Position
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Have any of the companies or individuals listed above ever been a debtor in a bankruptcy proceeding? _____

Name of Predecessor/Reorganized Businesses _____

Are there legal actions or arbitrations pending against any of the companies or principals listed above? _____

BANK REFERENCES (Attach separate schedule if necessary)

Primary Bank:

Name: _____ City: _____

Address: _____

Contact Name: _____ Title: _____

Telephone: (_____) _____ Fax: (_____) _____

Email: _____

Account #: _____

Other Bank:

Name: _____ City: _____

Address: _____

Contact Name: _____ Title: _____

Telephone: (_____) _____ Fax: (_____) _____

Email: _____

Account #: _____

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Trade References

Name of **FIRST** Reference: _____ Contact Name: _____

Address: _____

Telephone: (_____) _____ Fax: (_____) _____

Email: _____

Account #: _____

Name of **SECOND** Reference: _____ Contact Name: _____

Address: _____

Telephone: (_____) _____ Fax: (_____) _____

Email: _____

Account #: _____

Name of **THIRD** Reference: _____ Contact Name: _____

Address: _____

Telephone: (_____) _____ Fax: (_____) _____

Email: _____

Account #: _____

Please attach separate an audited financial statement of assets and liabilities balance sheet and statement of profit and loss.

CREDIT APPLICATION NOT ACCEPTED WITHOUT APPROVAL OF ABWR'S CREDIT DEPARTMENT

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age; because all or part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington D.C. 20580.