



A & K RAILROAD MATERIALS, INC.

APPLICATION FOR CREDIT

P.O. Box 30076 • Salt Lake City, Utah 84130

Phone (801) 974-5484 Fax (801) 973-7393 E-mail: credit@akrailroad.com

(If there are questions regarding this application, contact Credit Dept.)

Name of Company _____ Phone # (____) _____

Street Address / City / State / Zip _____

Billing Address (if different from above) _____

Billing Phone # (____) _____ Fax (____) _____ Year Business Started _____

Year Current Ownership Began _____ Nature of Business _____

Is Company Tax Exempt? Yes _____ No _____ In Which States? _____

(If Yes, Submit Certificate Copies For Those States Involving Purchases From A&K)

Company Is A: Proprietorship _____ Partnership _____ L.L.C. / Corporation _____ # Of Employees _____

List Principals	Title	Residential Address	Soc. Sec. #	Telephone
_____	_____	_____	_____ (____)	_____
_____	_____	_____	_____ (____)	_____
_____	_____	_____	_____ (____)	_____

Initial Credit Amount Requested \$ _____ Is Company D&B Rated _____ D&B # _____

Is Buyer A Subsidiary? Yes _____ No _____ Name Of Parent / Affiliate? _____

Location Of Parent / Affiliate _____

Trade References	Address	# of Years	Telephone	Credit Limit
1. _____	_____	_____	_____ (____)	_____
2. _____	_____	_____	_____ (____)	_____
3. _____	_____	_____	_____ (____)	_____
Bonding Company (if applicable)				
4. _____	_____	_____	_____ (____)	_____
Bank References	Branch Name / Location			Account #
1. _____	_____	_____	_____ (____)	_____
2. _____	_____	_____	_____ (____)	_____

PERSONAL GUARANTY - As an inducement for A & K Railroad Materials, Inc., (hereinafter referred to as the "Creditor") to extend credit from time to time to the individuals or organization named _____, (hereinafter referred to as the "Company"), the undersigned (hereinafter referred to as the "Guarantors") do jointly and severally guarantee payment of any indebtedness which may be owed to Creditor by the Company. Guarantors also agree that any other actions by Creditor, in obtaining additional security from Company, shall not affect this Guaranty in any manner.

The Guaranty is to remain in force until Guarantors notify Creditor by certified mail, sixty (60) days prior to termination. Such Notice of Revocation shall be invalid if there is any debt owed to Creditor, unless Creditor agrees otherwise, in writing. In the event it becomes necessary for Creditor to enforce this Guaranty, the undersigned Guarantors agree to pay all costs of enforcement, including collection fees, court costs, interest, and reasonable attorney fees. Guarantors also agree to, and waive any objection to, the Creditor designating a Utah court as having venue and jurisdiction over this matter.

Print Name _____ Date _____ Signature _____
(Spouse if Applicable)

Print Name _____ Date _____ Signature _____

CREDIT AUTHORIZATION & VERIFICATION - In consideration of A & K Railroad Materials, Inc., extending credit to the aforementioned Company, it is agreed that said Company shall abide by the Creditor's Terms of Sale and Invoice Due Dates. Furthermore, it is agreed that all invoices shall be paid within a period of thirty (30) days unless otherwise stipulated in writing.

Company agrees to pay a Service Fee of 2% per month, or the highest amount allowed by state law, on delinquent invoices. In the event it becomes necessary for Creditor to enforce collection, the Company, agrees to pay all costs of enforcement, including collection fees, court costs, interest, and reasonable attorney fees. Company also agrees to, and waives any objection to, the Creditor designating a Utah court as having venue and jurisdiction over this matter.

Information herein, has been provided for the purpose of establishing credit. A & K Railroad Materials, Inc. is authorized to contact references provided, banks, and perform other investigative measures in order to analyze and verify Company's credit history.

(Witness required)

Signature _____

Witness _____

Print Name _____

Print Name _____

Title _____

Date _____

Date _____

OFFICE _____
USE _____
ONLY _____