



Norfolk Southern Corporation
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Attached are an original credit application, financial statement format and Appendix B explaining our draft payment plan.

Please complete the credit application, provide Audited Financial Statements including a Balance Sheet, Income Statement and information requested in Appendix B. If Audited Financial Statements are not available, please fill out the attached financial statement. Please return your completed application via email to CreditDeptMailbox@nscorp.com or fax (404) 879-3650.

CREDIT APPLICATIONS WILL NOT BE PROCESSED UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE.

Thank you for choosing Norfolk Southern as your transportation provider. Please contact us should you have any questions about the credit application form or process.

**NORFOLK SOUTHERN CORPORATION
CREDIT APPLICATION**

The undersigned (hereinafter "Applicant") hereby applies for the extension of credit to it by Norfolk Southern Corporation ("Norfolk Southern") as agent for Norfolk Southern's operating rail transportation subsidiaries, Norfolk Southern Railway Company and certain other rail transportation companies (hereinafter collectively "Norfolk Southern Carriers") with regard to the payment of freight, per diem, demurrage, and any other charges which Applicant may incur and owe to any Norfolk Southern Carrier. Foreign applicants, please submit all information in English.

1. NAME, ADDRESS AND TELEPHONE NUMBER:

EXACT COMPANY NAME _____
(Company name shown on the bill of lading as the bill to party)

DUNS (D&B) NUMBER _____
(Foreign applicants – please provide D&B or similar report)

TAX IDENTIFICATION NUMBER _____

ADDRESS _____

TELEPHONE NUMBER _____ **FAX NUMBER** _____

PRIMARY CONTACT _____ **EMAIL ADDRESS** _____
(Foreign Applicants - Contact should be fluent in English.)

2. TYPE OR NATURE OF BUSINESS: _____

3. COMMODITY BEING SHIPPED: _____

4. NAME OF YOUR SALES OR MARKETING CONTACT AT NORFOLK SOUTHERN: _____

INDIVIDUAL _____ **PARTNERSHIP** _____ **CORPORATION** _____ **LLC** _____

STATE OF INCORPORATION _____ **YEARS IN BUSINESS** _____

5. NAMES OF APPLICANT'S OFFICERS:

PRESIDENT _____

VICE PRESIDENT(S) _____

CHIEF OPERATING OFFICER _____

GENERAL COUNSEL OR LEGAL ADVISOR (IF ANY) _____

PERSON RESPONSIBLE FOR PAYING FREIGHT BILLS:

NAME _____ **PHONE NUMBER** _____ **EMAIL** _____

DESIRED METHOD OF FREIGHT BILL DELIVERY (SELECT ONE):

EDI (ELECTRONIC DATA INTERCHANGE VIA 410 MESSAGE SET)

Name and Contact Information to test and establish:

E-MAIL DELIVERY (PLEASE PROVIDE E-MAIL ADDRESSES BELOW)

6. NAMES OF ALL PERSONS HAVING AN OWNERSHIP INTEREST IN APPLICANT: NOTE, ANY CHANGES IN OWNERSHIP SHOULD BE REPORTED TO NORFOLK SOUTHERN'S CREDIT DEPARTMENT.

7. IF ANY PERSON NAMED UNDER ITEM 5 OR 6 ABOVE HAS EVER HELD AN OFFICE OR OWNERSHIP POSITION IN OR BEEN EMPLOYED BY ANY BUSINESS VENTURE OR COMPANY GRANTED CREDIT BY NORFOLK SOUTHERN OR ANY OF ITS CARRIER SUBSIDIARIES, NAME THE PERSON(S) AND THE BUSINESS (ES) OR COMPANY (S) GRANTED CREDIT:

8. BANK REFERENCES: (Foreign applicants – Please list a USA located bank, if applicable.)

BANK NAME _____

OFFICER HANDLING _____

PHONE NUMBER _____

EMAIL ADDRESS _____ **FAX NUMBER** _____

CITY _____ **STATE** _____ **ZIP** _____

CHECKING ACCOUNT NO. _____ **SAVINGS ACCOUNT NO.** _____

TYPE OF LOANS _____

IF YOUR BANK REQUIRES WRITTEN AUTHORITY TO RELEASE INFORMATION, PLEASE FURNISH NORFOLK SOUTHERN WITH A LETTER OF AUTHORITY.

**9. TRANSPORTATION TRADE REFERENCES (RAILROADS PREFERRED):
(IF TRANSPORTATION REFERENCES ARE NOT APPLICABLE, PLEASE PROVIDE OTHER REFERENCES WHICH ARE UNRELATED TO YOUR COMPANY).**

BUSINESS NAME CONTACT NAME EMAIL FAX TELEPHONE

1) _____

2) _____

3) _____

10. ESTIMATED NUMBER OF CAR LOADS PER MONTH:

CARS _____ TRAILERS _____

11. AMOUNT OF MONTHLY CREDIT REQUESTED: \$ _____

Applicant agrees to comply with all terms and conditions governing the extension of credit by Norfolk Southern Carriers. Compliance with these terms and conditions is a requirement for the extension and continued extension of credit to any person or company.

The credit period for all transportation charges is fifteen (15) days from the freight bill or invoice date. A finance charge will be assessed on all bills that are unpaid and undisputed beyond credit terms. Credit terms and conditions are subject to change at any time by any Norfolk Southern Carrier, without notice to Applicant.

The undersigned hereby authorizes Norfolk Southern to secure from any rail transportation or other company or banking institution any information concerning the Applicant's financial or credit status, and permits any such company to release that information to Norfolk Southern.

Applicant understands that any incomplete, incorrect or misleading response in this Application shall serve as a basis for immediate revocation of any credit extended to Applicant as to any shipment, including those in transit.

It is further understood that if credit is extended on behalf of any or all Norfolk Southern Carrier(s), it is granted only as a convenience to Applicant and may be revoked by Norfolk Southern at any time, as to any shipment (including those in transit), and without notice to Applicant.

I CERTIFY THE CORRECTNESS OF ALL INFORMATION INSERTED ABOVE AND AGREE TO PAY WITHIN THE PRESCRIBED TIME PERIODS ALL CHARGES OWED ANY NORFOLK SOUTHERN CARRIER AND TO OBSERVE ALL AGREEMENTS AND UNDERSTANDING IN THIS APPLICATION.

ANY CHANGES IN OWNERSHIP SHOULD BE REPORTED TO NORFOLK SOUTHERN'S CREDIT DEPARTMENT.

(Company Name)

By: _____
(Signature)

By: _____
(Printed name of person signing)

Date: _____

DATE _____

FINANCIAL STATEMENT OF _____

ADDRESS _____

	<u>CURRENT YEAR</u>	<u>PRIOR YEAR</u>
<u>ASSETS</u>		
Current Assets		
Cash & Cash Equivalents		
Accounts Receivable		
Inventories		
Deferred Income Taxes		
Prepaid Expenses & Other Assets		
Total Current Assets		
Property, plant & equipment, net		
Intangible pension asset, net		
Other assets, net		
Total Assets		

**LIABILITIES AND SHAREHOLDER'S
EQUITY**

Current Liabilities		
Current portion of long-term debt		
Accounts Payable		
Accrued Liabilities		
Total Current Liabilities		
Long-term debt, excluding current portion		
Deferred income taxes		
Postretirement health care benefits		
Pension benefits		
Other Liabilities		
Total Liabilities		

CURRENT YEAR

PRIOR YEAR

Shareholders' Equity (deficit)

Preferred Stock
Common Stock
Additional paid-in capital
Accumulated Deficit

Commitments & Contingencies

Total liabilities and shareholders'
Equity (deficit)

Net Sales

Operating Costs & Expenses

Cost of Products Sold
Depreciation/Amortization
Selling, general, and administrative
Expenses

Operating Income

Other Income (expense)

Interest expense
Interest & Other Income, net

Income before income tax & loss

Income tax (benefit) expense

Net Income

****Above are sample entries and may be changed to suit the needs of your particular financial statement.**

Completed by:

Signature

Printed Name/Title

APPENDIX B

NORFOLK SOUTHERN CORPORATION 14 DAY DRAFT PLAN

1. Railway will provide shipper with a weekly statement with supporting documentation of line haul charges for shipments transported and/or of charges for demurrage and other miscellaneous services provided by Railway. Each statement will have a unique statement number to be used in corresponding disputes.
2. Railway will draft shipper's bank account via Automatic Clearing House (ACH) debit on the 14th day following the statement date.
3. Shipper must advise Railway of any dispute over any charge in any weekly statement at least two (2) working days (by or before 12:30pm EST) prior to the draft date for that statement. Railway and shipper will attempt to resolve the dispute prior to that draft date. If they are unable to resolve the dispute at that time, Railway will draft the amount of any undisputed charges and the undisputed portion of any disputed charge, subject to subsequent audit. Promptly after dispute of a charge, Railway and shipper will provide the other party with complete documentation to support its position on the disputed charge.
4. If a dispute over any charge is resolved in Shipper's favor subsequent to the draft date, the disputed portion of the charge will be canceled.
5. If a dispute over any charge is resolved in Railway's favor subsequent to the draft date, the disputed portion of the charge will be included in the next draft statement.
6. Shipper must furnish Norfolk Southern's Credit Department with the following information (please print clearly):
 - Company Name: _____
 - Physical Company Address (No PO Boxes):

 - Federal Tax Identification Number: _____
 - Email addresses for recipients of weekly draft statements (please provide a minimum of two):

 - Name and phone number of primary contact:

 - Banking contact name & telephone number:

 - Please attach an electronic copy of a voided check so that we may obtain necessary banking information to setup the bank draft.
 - Circle Day of the Week You Wish to be Drafted: M Tu W Th

Norfolk Southern Railway Company has modified its credit policy to include a finance charge for freight bills which remain unpaid and undisputed beyond credit terms. Customers who participate in the Norfolk Southern Draft Plan are exempt from finance charges.

Permission to draft account authorized by: _____ (Signature) _____ (Date)

Please email this form and requested banking information to CreditDeptMailbox@nscorp.com or fax to (404) 879-3650.