



Companies Inc.

An EEO/M/F/Affirmative Action Employer

Construction Region
P.O. Box 637
1208 S. Kingshighway
Cape Girardeau, MO 63702
Phone: (573) 331-7561
Facsimile: (573) 331-7566

Manufacturing Region
P.O. Box 1838
114 S. Silver Springs Road
Cape Girardeau, MO 63702
Phone: (800) 264-4354
Facsimile: (573) 986-9519

Heartland Asphalt Materials
P.O. Box 880
114 S. Silver Springs Road
Cape Girardeau, MO 63702
Phone: (800) 264-4354
Facsimile: (573) 986-9519

APPLICATION FOR CREDIT AND ACCOUNT AGREEMENT

Legal Name: DBA:

Address:

Mailing Address:

Telephone: Fax: Email:

Name and address of Parent Company (If Applicable):

Amount of Credit Requested: \$
(Note: If amount of credit requested is \$ 150,000 or greater please provide a copy of your Audited Financial Statements.)

In what city/state(s) do you primarily intend to buy our products?

Are POs required on invoices/tickets? Yes No Are you tax exempt? Yes (Attach Certificate) No

Sole Proprietorship Partnership Corporation Professional Corporation LLC Other

Applicant's SS# or Fed. Tax ID#: Years in Business:

If Corporation, Date and State Incorporated:

Name and Address of Principal Owner, Owners or Partners:

Name: Title:

Address:

Name: Title:

Address:

Name: Title:

Address:

Bank Reference:

Primary Bank: Account No.:

Address:

Bank Contact: Phone:

Trade References (In order to process, fax numbers must be listed.):

1 - Name: Phone: Fax:

Address: Email:

2 - Name: Phone: Fax:

Address: Email:

3 - Name: Phone: Fax:

Address: Email:

Application for Credit and Account Agreement- Terms and Conditions.

The undersigned, being the individual (if a sole proprietorship), Partner (if a partnership), Principal or Corporate Officer (if a corporation) or Limited Liability Company member (if a LLC) of the above named sole proprietorship, company, corporation or LLC, verifies that:

- 1. All information given in this Application for Credit and Account Agreement is true and correct in all respects as of the date hereof and is freely offered for the sole purpose of requesting credit with Delta Companies Inc., and its current and future Subsidiaries (as listed below), hereinafter individually and collectively referred to as "Delta". Applicant authorizes and gives permission to Delta and its representatives to investigate the validity of the information from any source deemed appropriate, including but not limited to bank reference, trade references, and any credit bureau or other investigative agency.
- 2. Terms of payment are net thirty (30) days from the date of invoice, unless otherwise agreed to in writing signed by an authorized representative on behalf of Delta. Payments are expected in full amount of invoice without retention of any amounts by Buyer. Past due accounts may be placed on C.O.D. by Delta without notice to applicant. Past due amounts shall be subject to late charges as provided in paragraph 5 below.
- 3. If Buyer sends Delta a purchase order, Buyer acknowledges that such purchase order shall not become a part of the parties' agreement concerning any resulting sales transaction. This Application for Credit and Account Agreement, together with Material Quote from Delta, any other agreements required by Delta, and future invoices from Delta, shall constitute the entire understanding of the parties concerning such sales transactions. This Account Agreement – Terms and Conditions and Delta's invoices may be amended only if and to the extent actually agreed to in writing and signed by an authorized representative on behalf of Delta.
- 4. Delta reserves the right to limit or terminate any extension of credit to Applicant at Delta's sole and absolute discretion.
- 5. A service charge of 1 1/2% per month, or highest rate allowable by law, will be charged on all account balances outstanding thirty (30) days or more. Applicant shall pay all collection costs, including attorney's fees of 15% of the principal and interest then due and owing, recording fees, service fees, cost for title reports, or claims based on mechanic's liens action, and all other costs, expenses or charges incurred by Delta in enforcing the terms of the Credit Application, if the same is placed with in the hands of an attorney for collection or suit by Delta.
- 6. Applicant agrees that this Application for Credit and Account Agreement and any extension of credit is governed by the laws of the State where the shipments originated and that if any provision hereof is held invalid, illegal or unenforceable, then no other provision shall be affected or impaired thereby. **Applicant waives the right to a jury trial in the event Delta is required to institute suit for collection of any sums due hereunder.**
- 7. Changes to the Agreement. At any time, we may add, delete or change any term of this Agreement as permitted by law. These changes may apply to existing or future balances. We will give you advanced written notice of the changes and a right to reject the changes if required by law. We may require you to close your Account or take other actions if you reject the changes. We may notify you of changes on your Statement or in a separate notice. Our notice will tell you when and how the changes will take effect.

Any person signing on behalf of the business/individual(s) attests that the Applicant is a valid business entity, that if applicable, the execution of this Credit Application has been duly authorized by all necessary action of the Applicant's governing body, and that the undersigned is authorized to make this application on Applicant's behalf. The validity of this Application for Credit and Account Agreement and any extension of credit and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and construed pursuant to and in accordance with the laws of the State where the shipments originated. The transmission of an original or electronically signed copy of the Application for Credit and Account Agreement via facsimile or e-mail shall have the same force and effect as an original and shall be binding on the Applicant and any Guarantor to the same extent as a document with the original signature.

Signature: _____ Title: _____
Print Name: _____ Date: _____

PERSONAL GUARANTY

In consideration of and as inducement to the periodic extensions of credit by Delta Companies Inc., and its current and future (as listed below), hereinafter individually and collectively referred to as "Delta", in this Personal Guaranty, to the Applicant named on the above Credit Application and Agreement, or its successors, assigns, nominees or agents, (known collectively as the "Applicant"), **the undersigned, hereafter "Guarantor", hereby personally Guarantees, jointly and severally, the performance by Applicant of all of Applicant's duties and obligations as set forth in this Credit Application and Agreement** including, but not limited to, the payment when due of all indebtedness now due or which may become due under the Applicant's Credit Application and Agreement. To the maximum amount allowed by state law, this Personal Guaranty is unlimited in amount and shall apply to all balances arising from sales to the Applicant under the above Credit Application and Agreement. The undersigned waive(s) all notices with respect to this Personal Guaranty and waives acceptance of this Personal Guaranty by Delta and any and all rights of reimbursement, subrogation or indemnification from Applicant arising from or related to this Personal Guaranty, performance of any obligations hereunder, or payments made to Delta pursuant to this Personal Guaranty. The undersigned agree that Delta shall not be required to seek legal or other means to attempt to collect sums owed by Applicant before looking to undersigned for payment.

This Personal Guaranty is a continuing Personal Guaranty applying to all sales made to Applicant, and shall remain in full force and effect until cancelled in writing by notice to Delta, sent by hand delivery, by overnight courier, or by U.S. certified mail, postage pre-paid, return receipt requested, to Delta's address as stated in the Credit Application and Agreement, such notice not to become effective until the 10th day following receipt thereof by Delta, and then shall be effective only as to the purchases made after such effective date. This Guaranty shall not be revoked by the death of the Guarantor. This Guaranty shall remain in full force and effect with respect to all materials supplied by Delta under the Applicant's account, regardless of any change in the Applicant's legal structure, or the existence of entities or individuals legally distinct from Applicant benefiting from the services or materials supplied. The undersigned, jointly and severally agree to pay all expenses and cost incurred by Delta to enforce the terms of this Guaranty and Credit Application and Agreement including attorneys' fees and litigation costs. It is understood that there is no limit to the liability of the undersigned under this agreement.

The undersigned voluntarily and irrevocably waive trial by jury with respect to any action or claim brought in connection with this Guaranty.

The Validity of this Agreement and any of its terms or provisions, as well as rights and duties of the parties hereunder, shall be interpreted and construed pursuant to and in accordance with the laws of the state where the shipments originated. The transmission of a signed copy of the Application for Credit and Account Agreement via facsimile or e-mail shall have the same force and effect as an original and shall be binding on the Applicant and any Guarantor to the same extent as a document with the original signature.

Signature: _____ Address: _____
Print Name: _____ Date: _____ Date of Birth: _____

Subsidiaries of Delta Companies Inc.:

- Ballou Pavement Solutions, Inc.
- Delta Asphalt of Arkansas, Inc.
- Apex Paving Co.
- Delta Concrete
- Dexter Sand and Gravel
- Delta Asphalt, Inc.
- Southern Illinois Asphalt Co., Inc.
- Heartland Asphalt Materials Inc.
- Heartland Materials
- Southern Illinois Materials Company
- Southern Illinois Stone Co.
- Southeast Missouri Stone Company
- Williamsville Materials