



Rogers Group, Inc.

REOSTONE, LLC MidSouth Stone Hunt-Rogers Materials, LLC
CREDIT APPLICATION / CONTRACT/ ACCOUNT UPDATE

Account Name: _____ (A.K.A. _____)

Billing Address(es): _____ City: _____ State: _____ Zip: _____

Phone: (____) _____ Fax: (____) _____ Mobile Phone: (____) _____

A/P Contact: _____ A/P email: _____

If tax exempt, certificate must be returned with this form. SS# or Fed. Tax ID# _____

Years in business: _____ Circle type of Business: Corporation Partnership LLC Individual

Circle type of trade you perform: *GC* *Subcontractor* *Site / Utility* *Distributor* *Highway* *Home Builder* *Asphalt Paver*

Fixed Plant Asphalt / Concrete *Government* *Agriculture* *Church / School* *Other* _____

On behalf of all parties named above (collectively, the "Applicant"), the Applicant agrees that an open account for purchases be hereby established with Rogers Group, Inc., or any of its subsidiaries or affiliated businesses from which Applicant now or hereafter seeks to make purchases (collectively, "RGI"). In addition to all other terms and conditions, Applicant agrees that all invoices will be paid within 30 days of date of invoice and any invoice not paid within 30 days shall be considered past due and shall be charged 1½ % service charges per month on the unpaid balance, compounded monthly or the maximum rate permitted by applicable law, whichever is lesser. Applicant also agrees (1) to hold RGI harmless against and pay all of RGI's costs and expenses, including reasonable attorney's fees, involved in collecting monies due on the account, enforcing this agreement, or in defending or resolving any claim made against RGI by Applicant or any other person arising out of or relating to RGI's dealings with Applicant; (2) RGI may apply to any unpaid invoice any sums owed to Applicant by any business affiliated with RGI; (3) the purpose of this contract is to enter into a business relationship with RGI and, as such, everything stated in this contract is true and correct. Applicant authorizes RGI to contact any person about, and/or obtain any information about, and/or obtain credit reports from any trade or bank reference, or any credit reporting agencies about any of the following: (a) the Applicant; (b) any person signing on behalf of Applicant; or (c) any person who is or may be a guarantor ("Guarantor"). This authorization is for any purpose related to Applicant's / Guarantor's dealings with RGI and has no expiration date. This Agreement may be executed in multiple identical counterparts, each of which when executed shall be deemed an original. It shall not be necessary, in making proof of this Agreement, to produce or account for more than one complete set of counterparts or an original copy, a faxed copy of which will have the same force and effect as the original signed document. This Agreement is binding upon the Applicant, its heirs, executors, administrators, assigns, successors in interest, affiliates, partners, subsidiaries, shareholders, members, joint ventures and owners and operators. If any of the provisions hereof are deemed unenforceable, all remaining provisions shall remain in full force and effect.

Must be signed by a corporate officer, all partners, or owner(s)

BY: _____ Date: _____ Witness: _____

Signature of Applicant/Partners

Print name: _____ Title: _____ Address of Witness: _____

Additional Signatures (if necessary) _____ Print name: _____

Signature of Guarantor: In consideration of RGI doing business with/extending credit to Applicant, the undersigned does hereby irrevocably and unconditionally guaranty to Rogers Group the full payment of all credit extended and/or invoices submitted by RGI to Applicant. The liability of Guarantor hereunder is direct and immediate and not conditional or contingent upon the pursuit of any remedies against any other person or entity, nor against security or liens available to RGI, its successors, successors-in-title, endorsee or assigns. Guarantor's obligations hereunder shall survive any termination of the guaranty. Guarantor hereby agrees to waive all defenses at law or in equity to the enforcement of this guaranty.

Guarantor Signature Print Name Date

Guarantor Address: _____ Guarantor phone number: (____) _____

Witness: _____ Address of Witness: _____ SS # of Guarantor: _____

Please note: Incomplete or unsigned applications will not be processed.

Return to: Tish Kasbaum (502) 254-8902 phone (502) 253-5719 fax or Tish.Kasbaum@RogersGroupInc.com