

CREDIT APPLICATION

For Customers of:

- BLUFF CITY MATERIALS, INC.
- RELIABLE ASPHALT CORPORATION
- RELIABLE MATERIALS LYONS, LLC

- SOUTHWIND INDUSTRIES, INC.
- CREEKSIDE COMPOST, LLC
- SOUTHWIND RAS, LLC

PLEASE FILL IN ALL BLANKS.

DATE: _____, 20 ____

APPLICANT'S COMPANY/TRADE NAME: _____

BILLING ADDRESS: _____

CITY _____ STATE _____ ZIP CODE _____

TELEPHONE # _____ FAX # _____

EMAIL: _____

LENGTH OF TIME IN BUSINESS: _____

TYPE OF BUSINESS: _____

IS THIS A: CORPORATION LLC PARTNERSHIP SOLE OWNER

PREVIOUS AFFILIATION, IF ANY: _____

REFERRED BY: _____

ACCOUNTS PAYABLE CONTACT: _____

INVOICE DELIVERY METHOD PREFERRED: EMAIL MAIL

EMAIL TO RECEIVE INVOICES: _____

EMAIL TO RECEIVE TICKET COPIES DAILY: _____

The undersigned authorized officer, owner or other duly authorized person on behalf of the Applicant Customer certifies and affirms that all information set forth on this Credit Application (including all parts of the same) is true and correct in all material respects and acknowledges that each of the above-referenced vendor entities may rely upon the same. Such Applicant Customer further consents and authorizes any such vendor entity to periodically undertake credit history searches and reports as to such Applicant Customer and any Guarantor(s) and to contact any listed trade references furnished by such Applicant Customer. If approved for credit terms with any such vendor entity, such Applicant Customer shall at all times abide by all terms and conditions, from time to time associated with such credit. In all circumstances credit terms are hereby acknowledged and agree to include the right of such vendor entity to recover reasonable attorneys' fees and court costs if any legal collection effort is ever undertaken as to such account.

AUTHORIZED OFFICER/OWNER'S SIGNATURE:

X _____

PRINT NAME: _____ **TITLE:** _____

(PLEASE PROVIDE COPY OF OFFICER/OWNER'S DRIVERS LICENSE)

APPLICANT CUSTOMER'S TRADE REFERENCES:

APPLICANT CUSTOMER'S NAME: _____

(Please provide fax number or email for TRADE REFERENCES. If not provided application will be NOT be processed and will be returned.)

1. NAME _____
ADDRESS _____
CITY _____ STATE _____ ZIP CODE _____
TELEPHONE # _____ FAX # or EMAIL _____

2. NAME _____
ADDRESS _____
CITY _____ STATE _____ ZIP CODE _____
TELEPHONE # _____ FAX # or EMAIL _____

3. NAME _____
ADDRESS _____
CITY _____ STATE _____ ZIP CODE _____
TELEPHONE # _____ FAX # or EMAIL _____

NAME & ADDRESS OF COMPANY OFFICERS / OWNERS:

1. NAME _____
ADDRESS _____
POSITION _____ TELEPHONE # _____
EMAIL ADDRESS _____

2. NAME _____
ADDRESS _____
POSITION _____ TELEPHONE # _____
EMAIL ADDRESS _____

3. NAME _____
ADDRESS _____
POSITION _____ TELEPHONE # _____
EMAIL ADDRESS _____

SALES TAX DEDUCTION FORM

APPLICANT CUSTOMER'S NAME: _____

PLEASE HAVE AN OFFICER OF THE COMPANY SIGN THE AFFIDAVIT BELOW. THE AFFIDAVIT MUST BE NOTARIZED. RETURN THE COMPLETED AFFIDAVIT TO OUR OFFICE AS SOON AS POSSIBLE. YOUR FAILURE TO COMPLETE AND RETURN THIS AFFIDAVIT WILL RESULT IN YOUR LIABILITY FOR ANY SALES TAX DEDUCTIONS. THANK YOU FOR YOUR COOPERATION. All sales will summarily be charged sales tax until this form is properly filled out and received by us.

This is to certify that **BLUFF CITY MATERIALS, INC., RELIABLE ASPHALT CORPORATION, RELIABLE MATERIALS LYONS, LLC, SOUTHWIND RAS, LLC, NORTHWIND RAS, LLC** and/or **SOUTHWIND INDUSTRIES, INC.**, agrees to furnish materials to the undersigned for this calendar year based upon the following conditions:

1. Upon signature by the undersigned, it is being represented that the materials purchased during this calendar year are to be used for jobs which DO NOT have a tax exempt status (i.e., charitable, religious, educational, or municipal organizations within the meaning of the Illinois Retailers' Occupation Tax) and will be charged the applicable sales tax.

2. Where said materials are to be used for jobs which DO have a tax-exempt status (as identified above), it is incumbent upon the undersigned to notify **BLUFF CITY MATERIALS, INC., RELIABLE ASPHALT CORPORATION, RELIABLE MATERIALS LYONS, LLC, SOUTHWIND RAS, LLC, NORTHWIND RAS, LLC** and/or **SOUTHWIND INDUSTRIES, INC.**, of this status.

Any deviation from this requirement will subject the undersigned to full responsibility for any results thereof, including payment of applicable taxes and any taxes and/or penalties resulting from an Illinois State audit which might disallow any of your jobs as having a tax -exempt status. This affidavit shall be considered a part of each order that we receive from your company.

DATED: _____, 20 ____.

AUTHORIZED OFFICER/OWNER'S SIGNATURE:

PRINT NAME: _____ TITLE: _____

Subscribed and sworn to before me this _____ day of _____, 20 ____.

NOTARY PUBLIC
My commission expires: _____

SEAL:

PERSONAL GUARANTY OF ACCOUNT OBLIGATIONS

To: Each and every one of the following “Vendor Entity(ies)”:

- (i) **Bluff City Materials, Inc.;**
- (ii) **Reliable Asphalt Corporation;**
- (iii) **Reliable Materials Lyons, LLC;**
- (iv) **Southwind RAS, LLC;**
- (v) **Northwind RAS, LLC;**
- (vi) **Southwind Industries, Inc.;** and
- (vii) **All Successors and/or Assigns of any foregoing Vendor Entity(ies)**

As an express, material and continuing condition and inducement to each such respective Vendor Entity(ies) to provide any extension of credit granted by any one or more of such Vendor Entity(ies), **Bluff City Materials, Inc., Reliable Asphalt Corporation; Reliable Materials Lyons, LLC; Southwind RAS, LLC; Northwind RAS, LLC,** and/or **Southwind Industries, Inc.** and any of their respective successors and/or assigns to

_____ [INSERT: name of customer account party] (the “Customer”) the undersigned “Guarantor” hereby **personally**, individually and unconditionally guarantees payment of any and all sums, monies, payments or amounts (the “Indebtedness”) from time to time, and which at any time, shall be owing to any one or more of such respective Vendor Entity(ies) and its respective successors and/or assigns on account of goods delivered or services or facilities provided to such Customer (including any commonly-owned affiliates and successors-by-merger of such Customer), whether such Indebtedness is incurred before or after the date hereof. The undersigned Guarantor hereby confirms and represents that he/she/it has a pecuniary or other interest in such Customer whereby Guarantor derives a material valuable benefit from such credit terms so being afforded by any such respective Vendor Entity(ies) to such Customer. This is a continuing guarantee relating to any Indebtedness, including that arising under successive transactions, which shall either continue the Indebtedness or from time to time renew it after it has been satisfied, and this guarantee shall be perpetual as to any Indebtedness incurred before express signed written notice is received by such respective Vendor Entity(ies) and it’s successors and/or assigns that such Guarantor is unwilling to further guarantee any additional future Indebtedness on this account.

Such Guarantor hereby waives notice as to the amount of the account and further understands that a finance charge of **one and one-half (1½%) percent per month** will be applied to any balance outstanding thirty (30) days or more, plus reasonable attorney’s fees incurred in the collection of any sums due to any such respective Vendor Entity(ies) and its respective successors and/or assigns which also are herein guaranteed. Such Guarantor further agrees that: (i) this Guaranty shall be governed by Illinois law; (ii) at any such applicable Vendor Entity(ies)’ election venue for any disputes or enforcement hereof shall be in the Illinois Circuit Court for Kane County, Illinois; and (iii) **no party shall be entitled to demand or seek trial by jury, any such right hereby being expressly waived.**

Dated: _____, 20____

GUARANTOR’S SIGNATURE: x _____

PRINT GUARANTOR’S NAME: _____, **personally**

GUARANTOR’S ADDRESS: _____, _____, IL _____

(PLEASE PROVIDE COPY OF GUARANTOR’S DRIVERS LICENSE)

SUBSCRIBED & SWORN TO before me this _____ day of _____, 20____.

Notary Public

SEAL:

My commission expires: _____