

SOUTHERN AGGREGATES, LLC

130 Robin Hood Drive
Hammond, LA 70403

Thank you for your request for a credit application with Southern Aggregates, LLC, a Delaware limited liability company doing business in Louisiana as Southern Aggregates, LLC Delaware ("Southern Aggregates"). Please allow 48 hours to process your application. Upon approval, you may immediately charge to your account.

WHEN YOU ARE READY FOR MATERIALS

Have your representative notify our office with the name of the job, directions, purchase order numbers, and other information you may need on a haul ticket as well as invoices. Our invoicing allows us to set up your job with the following:

Job Location
Tons Shipped
Purchase Orders
Haul Charges
Taxes (as applicable)

Our invoicing system also allows you to track your expenses for all products per day as well as per job. Invoices are processed daily and mailed weekly. Statements are mailed by the 5th of every month.

Terms: Net 30

IN THE INTERIM

We will be happy to complete your order on a pre-paid or C.O.D. basis. For your convenience, we also accept American Express, Discover, MasterCard, and Visa.

Please allow us two hours before shipment of your order. We look forward to working with you in the future.

Sincerely,

Southern Aggregates

APPLICATION FOR COMMERCIAL CREDIT

Applicant: Business Name			Application Date		
Business Address			Billing Address		
City	State	Zip	City	State	Zip
Business Telephone No.		Business Fax No.		Year Business Was Established	
Business Email Address			Contractor's License No.		
Applicant is Engaged in the Business of			Amount of Monthly Credit Desired	PO Required: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Sales Tax Exempt? <input type="checkbox"/> Yes* <input type="checkbox"/> No *If Yes, Please Attach a Copy of Valid Exemption Certificate					
Type of Business <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company					
Business Building is <input type="checkbox"/> Owned <input type="checkbox"/> Rented/Leased			Monthly Statement Required? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Send by <input type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> Email		
<i>PLEASE ATTACH A COPY OF APPLICANT'S MOST RECENT FINANCIAL STATEMENT</i>					
BANK OR SAVINGS AND LOAN ASSOCIATION					
Name		Branch Address		Account No.	Phone No.
TRADE REFERENCES. PLEASE LIST AT LEAST THREE					
Name		Address		Phone No.	Fax No.
Has a Tax Lien or Civil Suit Been Filed Against Applicant or Any of Its Principals, Partners, Officers or Directors within Past Six Years? <input type="checkbox"/> Yes <input type="checkbox"/> No					
Is Applicant or Any of Its Owners, Principals, Partners, Officers or Directors a Guarantor or Endorser of Debts or Notes Owed by Other? <input type="checkbox"/> Yes <input type="checkbox"/> No					
Are There Any Past Due Taxes Owed by Applicant? <input type="checkbox"/> Yes <input type="checkbox"/> No					

The Applicant acknowledges that Applicant is furnishing the information requested herein, including the attached financial statement, for the purpose of procuring credit from time to time with Southern Aggregates, LLC, a Delaware limited liability company doing business in Louisiana as Southern Aggregates, LLC Delaware ("Southern Aggregates"). Applicant represents and warrants said information is true and correct and a true and complete statement of its financial condition. In consideration of Southern Aggregates extending credit to Applicant, Applicant agrees to pay for all items delivered to or at the request of Applicant by Southern Aggregates within thirty (30) days from the date of Southern Aggregates' invoice for said item unless otherwise provided in writing. All accounts are due and payable at the remittance address shown on the Southern Aggregates' invoice. Applicant agrees that each of the terms and conditions of sale stated on the Southern Aggregates' invoice or delivery ticket shall be terms in addition to those set out herein. Applicant hereby agrees to be bound by such terms and conditions. The terms and conditions of this Application for Commercial Credit (this "Application") and the Southern Aggregates' invoices and delivery tickets referenced above shall supersede any purchase order submitted to Southern Aggregates by Applicant. Applicant hereby agrees that the terms and conditions of any purchase order other than the identity of and quantity of the item(s) being purchased are null and void and of no legal effect. Applicant acknowledges and agrees that it will be charged one-and-a-half percent (1.5%) per month as a service charge plus up to the maximum interest allowed by law on any unpaid balance that has not been paid within thirty (30) days from the invoice date, and Applicant agrees to promptly pay said service charge and interest. A part of the month is treated as a full month for the purpose of calculating service charge and interest. The service charge and interest will be due and payable on the thirty-first (31st) day after the original invoice date, and additional service charge and interest, computed on the same basis, will be due and payable every thirty (30) days thereafter. Waiver of any service charge and/or interest for any one month shall not be deemed a waiver of future charges. Applicant further agrees that with regard to such charges, Applicant and Southern Aggregates are parties to a written contract. Any dispute arising out of this Application shall be resolved by litigation in a court of competent jurisdiction or binding arbitration at Southern Aggregates' option. The litigation or arbitration shall be conducted at a venue selected by Southern Aggregates and in the event of a binding arbitration, an arbitration service selected by Southern Aggregates shall be used to select an arbitrator. If Southern Aggregates retains or employs attorneys or other agencies in

order to secure payment of any sums due from Applicant, including the filing of foreclosure actions on liens filed due to Applicant's failure to make payment, the Applicant agrees to pay attorney and/or collection fees, costs, and other related expenses in addition to all sums due. This Application and all transactions, actions, or proceedings relating to it or in connection with it between Applicant and Southern Aggregates shall be governed by and interpreted in accordance with the laws of the state of Louisiana without regard to the conflicts of law provisions thereof. If this Application is approved, the Applicant may receive a credit limit that may or may not be in excess of the credit limit requested by Applicant. Should the credit limit be exceeded, Applicant acknowledges sole liability for the full amount due and owing, even if in excess of the credit limit, and further acknowledges that Southern Aggregates will have no liability arising out of a credit limit being exceeded. The person(s) executing this Application on behalf of Applicant hereby represents that he/she has authority to execute this Application on behalf of Applicant and acknowledges that if no such authority exists that he/she, by executing this document, becomes personally liable under its terms. Applicant agrees that it will not factor, sell or in any way assign the debt related to the credit given under the terms of this Application. Applicant authorizes Southern Aggregates to obtain credit and financial information concerning Applicant at any time and from any source. In addition, by signing this Application, Applicant also authorizes Southern Aggregates to contact the credit references listed and hereby gives permission to those references to release information about Applicant's credit experience with them.

WARRANTY: SOUTHERN AGGREGATES MAKES NO EXPRESSED OR IMPLIED WARRANTIES. SOUTHERN AGGREGATES HEREBY DISCLAIMS ALL EXPRESSED OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES WILL SOUTHERN AGGREGATES BE LIABLE FOR INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. SOUTHERN AGGREGATES' LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE RECEIVED BY SOUTHERN AGGREGATES.

APPLICANT EXPRESSLY WAIVES ANY AND ALL WARRANTIES. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE MADE IN CONNECTION WITH THE SALE OF MATERIALS UNDER THIS CONTRACT. APPLICANT AGREES TO INSPECT ALL MATERIALS UPON DELIVERY AND, IN THE CASE OF NONCONFORMING GOODS OR DAMAGE, TO IMMEDIATELY NOTE ANY DAMAGE ON RECEIPT OR DELIVERY. UNLESS SUCH SPECIFIC NOTATIONS ARE MADE IN WRITING AND SENT TO SOUTHERN AGGREGATES WITHIN THREE (3) BUSINESS DAYS, ANY MATERIALS DELIVERED TO APPLICANT ARE DEEMED TO HAVE BEEN DELIVERED IN GOOD CONDITION.

INDEMNITY: (A) TO THE MAXIMUM EXTENT PROVIDED BY LAW, APPLICANT SHALL INDEMNIFY AND DEFEND AND HOLD SOUTHERN AGGREGATES, ITS OFFICERS, EMPLOYEES, AGENTS, INSURERS, SURETIES, AND AFFILIATES, HARMLESS FROM AND AGAINST ALL LOSSES, DAMAGES, EXPENSES (INCLUDING ATTORNEYS' FEES), CLAIMS, SUITS, LIABILITIES, FINES, AND REMEDIAL OR CLEAN UP COSTS ARISING OUT OF OR IN ANY WAY RELATED TO: (i) APPLICANT'S BREACH OF ANY OF THE TERMS OF THIS CONTRACT, (ii) APPLICANT'S ACTS OR OMISSIONS, OR (iii) THE NEGLIGENT OR ALLEGED WRONGFUL INSTALLATION OF SOUTHERN AGGREGATES' MATERIALS BY APPLICANT OR THOSE ACTING ON ITS BEHALF. (B) IN ADDITION, APPLICANT SHALL INDEMNIFY AND DEFEND SOUTHERN AGGREGATES REGARDING CLAIMS, SUITS OR OTHER ACTIONS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF BODILY INJURY TO, OR SICKNESS, DISEASE OR DEATH OF, ANY AGENT, EMPLOYEE, OR REPRESENTATIVE OF APPLICANT (HEREINAFTER REFERRED TO AS "EMPLOYEE CLAIMS"). APPLICANT WILL INDEMNIFY, DEFEND AND HOLD HARMLESS SOUTHERN AGGREGATES AND ITS OFFICERS, EMPLOYEES, AGENTS, INSURERS, SURETIES, AND AFFILIATES ("INDEMNITEE" OR "INDEMNITEES") AGAINST ALL LIABILITY, INCLUDING COSTS, EXPENSES, CLAIMS, LIENS, CITATIONS, PENALTIES, FINES, ATTORNEYS' FEES, LOSSES, AND DAMAGES FOR WHICH AN INDEMNITEE MAY AT ANY TIME BECOME LIABLE ARISING OUT OF EMPLOYEE CLAIMS, INCLUDING BUT NOT LIMITED TO LIABILITY ARISING OUT OF ANY NEGLIGENT ACT OR OMISSION, INCLUDING THE SOLE NEGLIGENCE, OF ANY INDEMNITEE.

DAMAGES AND LIMIT ON LIABILITY: APPLICANT EXPRESSLY AGREES IN NO EVENT SHALL SOUTHERN AGGREGATES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR LIQUIDATED DAMAGES ARISING OUT OF OR RELATING TO THIS CONTRACT, AND APPLICANT EXPRESSLY WAIVES ANY RIGHT TO ASSERT CLAIMS FOR THE SAME. APPLICANT AGREES IN NO EVENT SHALL SOUTHERN AGGREGATES HAVE ANY LIABILITY TO APPLICANT BEYOND THE RETURN OF AMOUNTS ACTUALLY COLLECTED FROM APPLICANT IN CONNECTION WITH ANY DISPUTED TRANSACTION(S).

Commercial Use: Applicant agrees and represents that this extension of credit is for commercial or business purposes only and not for the purchase of personal, family, or household goods or services. Applicant understands this is a material representation on which Southern Aggregates is relying in determining whether to extend credit.

Purchase Money Security Interest: To secure payment and performance of all obligations, Applicant hereby grants Southern Aggregates a "Purchase Money Security Interest" in all inventory, equipment, and materials distributed by Southern Aggregates, whenever sold, consigned, leased, rented or delivered, directly or indirectly, to or for the benefit of Applicant by Southern Aggregates. This includes all construction related materials and services sold by Southern Aggregates including but not limited to building materials, appliances, tools, equipment, safety accessories and related supplies (collectively, "Collateral"). Further, Applicant agrees and expressly consents to Southern Aggregates filing required documents with all appropriate government agencies necessary to perfect Southern Aggregates' purchase money security interest.

ENTIRE AGREEMENT: This Application is between Southern Aggregates and Applicant. These terms and conditions along with the terms and conditions on Southern Aggregates' invoices and delivery tickets, which are incorporated by reference, (collectively referred to as "Terms") represent the entire agreement between the parties. No other terms, including without limitation those on Applicant's purchase orders that are different, may add to, modify, supersede or otherwise alter the Terms without express, written approval signed by an authorized representative of the Southern Aggregates. All other terms are hereby rejected.

MODIFICATION OF CONTRACT; MISCELLANEOUS: No waiver, modification or change in this Application will bind Southern Aggregates unless provided by Southern Aggregates in writing. Oral agreements are not binding. Applicant agrees that Southern Aggregates may correct patent errors herein. Headings in this Application are inserted for convenience only. Headings do not affect the meaning or interpretation

of this Application. If a provision of this Application is invalid under any law, it will be deemed omitted. Any such deemed omission will not invalidate the remaining provisions. All of Applicant's obligations under this Application survive the expiration or termination of this Application if necessary to give full effect to the terms of this Application.

Additional Provisions: (A) Applicant agrees that Southern Aggregates shall have the right to set off any amounts that may become payable by Applicant (or any of its affiliates if Applicant is a corporation, partnership, or limited liability company) to Southern Aggregates arising, either directly or indirectly, from the granting of credit to, and the establishment of an account for, Applicant hereunder against any amounts that Southern Aggregates may owe to Applicant whether arising from the credit granted hereunder or under any contract, subcontract, purchase order, or other agreements(s) between Applicant and Southern Aggregates or Southern Aggregates' parent and affiliate entities. (B) Applicant acknowledges and agrees that any and all funds paid to Applicant for any work or materials supplied by Southern Aggregates shall be held by Applicant in trust for the payment of Applicant's indebtedness to Southern Aggregates. Neither Applicant, nor any person claiming under or through Applicant, shall have any legal or equitable interest or ownership rights of any nature in funds held in trust unless and until the purpose and intent of such trust is fully discharged. The holding of funds in trust shall be for the sole benefit and protection of Southern Aggregates, and no third party shall have any rights in such funds as a beneficiary or otherwise.

ECOA NOTICE: THE EQUAL CREDIT OPPORTUNITY ACT (ECOA) PROHIBITS CREDIT GRANTORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS OR AGE. THE FEDERAL TRADE COMMISSION ADMINISTERS COMPLIANCE WITH THE ECOA.

FCRA NOTICE: THE UNDERSIGNED HEREBY CONSENT(S) TO SOUTHERN AGGREGATES' USE OF A CONSUMER CREDIT REPORT ON EACH OF THE UNDERSIGNED INDIVIDUALS IN ORDER TO FURTHER EVALUATE THE CREDIT WORTHINESS OF APPLICANT IN CONNECTION WITH THE EXTENSION OF BUSINESS CREDIT AS CONTEMPLATED BY THIS APPLICATION. THE UNDERSIGNED HEREBY AUTHORIZES SOUTHERN AGGREGATES TO UTILIZE A CONSUMER CREDIT REPORT ON THE UNDERSIGNED FROM TIME TO TIME IN CONNECTION WITH THE EXTENSION OR CONTINUATION OF THE BUSINESS CREDIT REPRESENTED BY THIS APPLICATION. THE UNDERSIGNED AS (AN) INDIVIDUAL(S) HEREBY ACKNOWLEDGE CONSENT TO THE USE OF SUCH CREDIT REPORT CONSISTENT WITH THE FAIR CREDIT REPORTING ACT.

**OWNERS (IF APPLICANT IS A SOLE PROPRIETORSHIP OR PARTNERSHIP)
OFFICERS (IF A CORPORATION) MEMBERS (IF A LIMITED LIABILITY COMPANY)**

Social Security No.	Name	Title	Home Address	Home Phone No.
Social Security No.	Name	Title	Home Address	Home Phone No.
Social Security No.	Name	Title	Home Address	Home Phone No.
Social Security No.	Name	Title	Home Address	Home Phone No.
Are Principals Involved with Affiliated Companies? ___ Yes ___ No				

By signing here, the undersigned warrants this Application has been carefully read and Applicant understands the same.

Name of Applicant Signature of Authorized Individual Title Please Print Name of Authorized Individual

PERSONAL GUARANTY (SIGNATURE REQUIRED FOR INDIVIDUAL ACCOUNT HOLDERS AND PARTNERS): For value received and to induce Southern Aggregates to extend credit to Applicant, the undersigned Guarantor (even if more than one) hereby warrants and unconditionally guarantees to Southern Aggregates the full and prompt payment when due (including any accelerated or extended maturity) of all indebtedness, obligations and liabilities of Applicant to Southern Aggregates as described in this Application, now existing or hereafter created or arising, even if such indebtedness is in excess of the amount applied for by Applicant or the established credit limit. If Southern Aggregates retains or employs attorneys or other agencies in order to secure payment of any sums due from Applicant or Guarantor, including the filing of foreclosure actions or liens filed due to Applicant's or Guarantor's failure to make payment, Guarantor agrees to pay attorney or collection fees, costs, and other related expenses in addition to all sums due not otherwise paid by Applicant. Guarantor waives all notices and demands of any kind, and hereby consents to any agreement or arrangement whatever with Applicant, including without limitation agreements and arrangements for payment, extension, subordination, composition, arrangement, discharge or release of the whole or any part of the indebtedness, and the same shall in no way impair Guarantor's liability hereunder. Southern Aggregates may release or relinquish any security now or hereafter held for any indebtedness hereby guaranteed or any guarantees or sureties, without the same discharging, releasing or in any manner affecting the liability of Guarantor hereunder. This Guaranty shall be enforceable before or after proceeding against Applicant or simultaneously therewith, and without resort to any security. The incorporation, merger, reorganization or sale of Applicant's business shall not operate as termination of this Guaranty, and this Guaranty shall continue as to credit extended to such other entity. This Guaranty shall continue in force until notice in writing of termination, sent by registered or certified mail return receipt requested, is received by Southern Aggregates, Attention: Credit Manager. This notice must specify the date on which the Guaranty is to be terminated, said date to be not less than seven (7) days after the described notice is received by Southern Aggregates and shall not affect transactions with Applicant entered into prior to the termination date. Guarantor authorizes Southern Aggregates to obtain credit and financial information concerning Guarantor at any time and from any source. Guarantor acknowledges that he/she is also bound by the terms set out in this Application relating to the obligations of Applicant.

ECOA NOTICE: THE EQUAL CREDIT OPPORTUNITY ACT (ECOA) PROHIBITS CREDIT GRANTORS FROM DISCRIMINATING AGAINST CREDIT APPLICANT'S GUARANTORS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS OR AGE. THE FEDERAL TRADE COMMISSION ADMINISTERS COMPLIANCE WITH THE ECOA.

FCRA NOTICE: THE UNDERSIGNED HEREBY CONSENT(S) TO SOUTHERN AGGREGATES' USE OF A CONSUMER CREDIT REPORT ON EACH OF THE UNDERSIGNED INDIVIDUALS IN ORDER TO FURTHER EVALUATE THE CREDIT WORTHINESS OF THE APPLICANT'S GUARANTOR(S) IN CONNECTION WITH THE EXTENSION OF BUSINESS CREDIT AS CONTEMPLATED BY THIS APPLICATION. THE UNDERSIGNED HEREBY AUTHORIZES SOUTHERN AGGREGATES TO UTILIZE A CONSUMER CREDIT REPORT ON THE UNDERSIGNED FROM TIME TO TIME IN CONNECTION WITH THE EXTENSION OR CONTINUATION OF THE BUSINESS CREDIT REPRESENTED BY THIS APPLICATION. THE UNDERSIGNED AS (AN) INDIVIDUAL(S) HEREBY CONSENT TO THE USE OF SUCH CREDIT REPORT CONSISTENT WITH THE FAIR CREDIT REPORTING ACT.

By signing here the undersigned warrants this Application has been carefully read and the Guarantor understands the same.

Social Security Number

Date

Guarantor

Social Security Number

Date

Guarantor

Customer Information

Persons authorized to charge to this account

Southern Aggregates will not allow anyone other than the person(s) executing this Application to charge to your account without your written consent.

Please allow us 24 to 48 hours to process your application
Please feel free to fax your credit application to **(225) 667-5864**.

Thank you for the opportunity to serve you.

(Office Use Only)

Credit: _____

Approved: _____

Denied: _____

PO Required: _____

Tax Exempt: _____

If tax exempt, is tax form on file: _____