

**WADE SAND & GRAVEL COMPANY, INC., SUPERIOR PRODUCTS, INC.
AND RED BLUFF SAND & GRAVEL, LLC APPLICATION FOR CREDIT AND AGREEMENT**
(Please Type or Print)

Organization Requesting Credit (Applicant) Phone Number

Street Address City State Zip

Mailing Address (if different from above)

Email address _____ Fax # _____

Corporation _____ Partnership _____ Proprietorship _____ LLC _____ FEIN or SS# _____

Duns Number of Applicant _____ Cr. Amt. Expected per Month \$ _____

Type/Nature of Business State of Incorporation Date Co Established

Name and Title of Principal Officer, Partner, or Proprietor

Name and Address of Trade References (include City, State, Zip, Phone #, Fax #, Contact Name)

1. _____
2. _____
3. _____

In applying for an extension of credit from Wade Sand & Gravel Co., Inc., Superior Products, Inc., and Red Bluff Sand & Gravel, LLC and their successors and/or assigns (Vendor), the undersigned represents and warrants that the purpose of such credit is for business or commercial purposes exclusively and that such credit is not for personal, family or household purposes. This Agreement may be executed by facsimile or scanned and returned by email but shall nevertheless be binding on the parties

The 10 DAY CREDIT PERIOD shall begin on the day following presentation of the invoice. If payments are made by mail, the date of mailing, as determined by the postmark, shall be the date of presentation and payment. Failure to comply with these credit terms may result in the Vendor requiring payment in full prior to acceptance of further shipments.

Should credit be granted, applicant agrees to make payments within the 10 day credit period and further agrees payments will not be delayed or withheld due to alleged errors in billing, unsettled overcharge or loss and damage claims or because of other unpaid items which might be due the applicant from the Vendor. Applicant agrees to all other terms of the credit application, other than the guarantee, which must be separately signed by guarantors to be binding.

Signature Name and Title (Typed or printed) Date

**Execute and return to:
Wade Sand & Gravel Co., Inc.
P. O. Box 39048
Birmingham, AL 35208
Fax: (205) 323-4907**

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Addendum to Credit Application

Everything I (we) have stated in our application for credit is correct to the best of my knowledge. Vendor is authorized to check my credit history and the references are authorized to answer questions about their credit experience with the applicant. Vendor is specifically authorized to contact any banks, companies, individuals and/or bureaus in the process of processing my application. We authorize you to run a business or consumer credit report on the above named applicant including any guarantors. Should this application be approved for credit, I (we) understand and agree to the periodic review of our credit worthiness. We understand that if we do not inquire about this credit application for a period of 30 days, Vendor may consider the application revoked and will be excused from any failure to notify us of their action on this application. We understand and agree that any references to Vendor includes any and all successors and assigns. We understand and agree that Vendor can unilaterally suspend or revoke credit privileges at any time without recourse.

We waive any and all of the terms and conditions of sales as may appear on standard purchase order forms and it is our responsibility to prove the existence of an authorized agreement should exceptions to this term be asserted. The undersigned agrees and consents that any facsimile or email images of signatures shall be deemed original signatures for all transactions made based on the facsimile or image signatures. We understand that no warranty is made as to the product sold including merchantability or fitness for a particular purpose.

Payment terms: As per the invoice. Payment is due 10 days after the date of the invoice. No offsets may be taken unless prior agreement has been obtained in writing from Vendor. In consideration of the extension of credit by Vendor, Applicant agrees to pay any and all indebtedness, any service charges on unpaid balances that are more than 30 days old at the rate of 1 ½% per month and to pay all costs of collecting or attempting to collect or secure said indebtedness, including a reasonable attorney's fee, whether the same be collected by suit, lien or otherwise. Applicant agrees to notify Vendor of any change in ownership within 5 days via certified mail to the Vendor's address on page 1 of this application.

In applying for an extension of credit from Vendor, the undersigned represents and warrants that the purpose of such credit is for business or commercial purposes exclusively and that such credit is not for personal, family or household purposes. The undersigned represents that they have the authority to bind the organization requesting credit. Applicant agrees that this document does not modify the terms of sale as established by the Vendor from time to time and nothing contained herein shall serve to create additional warranties or duties on the part of the Vendor.

GUARANTEE

I, _____ hereby agree to and do guarantee to Wade Sand & Gravel, Inc., Superior Products, Inc., Red Bluff Sand & Gravel, LLC, their successors or assigns (Vendors), all invoices for any and all material and services that said Vendors have produced or may produce for, furnish or deliver to the applicant for credit shown on page 1 of this application, its successors or assigns, when and as the same becomes due and payable, hereby waiving notice to applicant or me of production or delivery of material and of any default in payment, and agreeing that any material that said vendor has sold or may hereafter sell to the said applicant shall be considered as sold on the strength of this guarantee.

It is understood that this guarantee shall remain intact and unaffected by any change in the form of said indebtedness, whether evidence by bill, book account, note or acceptance, or by any modification of the terms of sale made by the parties thereto as to deliveries, terms of payment, etc. This guarantee shall be in full force and effect until revoked by written notice via certified mail to Wade Sand & Gravel Co., Inc. Credit Department, P. O. Box 39048, Birmingham, Alabama 35208. Guarantor(s) understand and agree to the periodic review of their personal creditworthiness including a personal credit report.

Guarantor also agrees that should there be any sums past due and owing due to credit extended pursuant to this agreement, that guarantor will pay all costs of collection, including a reasonable attorney's fee should Vendor employ an attorney for the purpose of collection of said sums and all other terms in this credit application including service charges if applicable. This is a continuing guarantee relating to any indebtedness including that arising under successive transactions, Vendor has the authority to extend the time of payment of any indebtedness hereby guaranteed and to renew, modify or accelerate the terms of the provisions of the indebtedness guaranteed or any part thereof, without notice and without releasing the liability of the guarantor. Guarantors waive any right to require notice of indebtedness or default in payment. If the guarantee is for an LLC, we agree that upon default, the Vendor can but is not required to assume the guarantors' governance rights based upon the terms of the LLC's operating agreement until any debt is satisfied in full. The guarantors do not require Vendor to procure a judgement against the above named customer before demanding that the guarantor pay the indebtedness hereby guaranteed. We understand and agree that any references to Vendor includes any and all successors and assigns.

Signature: _____ (Individually) Soc Sec #: _____ Date: _____

Guarantor Home Address _____

Guarantor Signature: _____ (Individually) Soc Sec #: _____ Date: _____

Guarantor Home Address _____

ALABAMA RESALE or EXEMPTION CERTIFICATE

All states, cities and counties having sales or use tax laws require us to collect sales or use tax on our sales unless the buyer supplies us with an exemption certificate which sets forth a valid reason for exempting the sales from tax. Please assist us in determining your tax status by furnishing the appropriate information in the space provided below. Please be sure to furnish city, county and state exemption numbers.

_____ All purchases are subject to state and local taxes.

_____ Taxable rate _____

Name of City _____ County _____ State _____

_____ I (We) certify that all tangible personal property purchased from you is exempt from sales and/or use tax for the reason(s) stated below:

_____ For resale. Tax number _____
City County State

_____ Direct pay or exempt institution. Give number _____

_____ Government or agency of: NAME _____

_____ Materials become components of products manufactured for resale.
Sales tax number _____
City County State

This certificate shall continue in force until revoked in writing and shall be considered a part of each order given our company. If the material purchased is later used by the buyer for a purpose which makes the purchase of such material taxable, the buyer agrees to pay any tax due. Please complete, sign and return this certificate; otherwise, your orders will be subject to tax as required by law.

Date _____
Officer or Owner _____ Title _____

ALABAMA SEVERANCE TAX

As of October 1, 2004, the Alabama Uniform Severance Tax Act (Act Number 2004-629) is in effect. This act levies a \$.10 per ton statewide tax on all natural minerals severed and sold as tangible personal property. Wade Sand & Gravel Co., Inc., Superior Products, Inc., Red Bluff Sand & Gravel, LLC, their successors and/or their assigns are required to collect this severance tax by law from purchasers unless the purchaser is exempt from the tax. Please indicate below any exemption that applies to your company as per the law (check all that apply):

1) _____ Purchased material will be used for agricultural purposes or for pollution control or abatement purposes, or natural minerals used for purpose of producing portland cement.

2) _____ Purchased material will be used outside the state and minerals are not transported on public roads in Alabama.

3) _____ Other (please explain in detail):

Date _____ Officer or Owner _____ Print Name & Title _____
Signature _____
