



Rogers Group, Inc. its Affiliates and Subsidiaries
CREDIT APPLICATION / CONTRACT/ ACCOUNT UPDATE

Account Name: (A.K.A.)

Billing Address: 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 "RGIIAAS"). 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 1 1/2 % service charges per month on the unpaid balance, compounded monthly or the maximum rate permitted by applicable law, whichever is lesser. RGIIAAS does not accept credit card payments for on account balances. Applicant also agrees (1) to hold RGIIAAS harmless against and pay all of RGIIAAS'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 RGIIAAS by Applicant or any other person arising out of or relating to RGIIAAS's dealings with Applicant; (2) RGIIAAS may apply to any unpaid invoice any sums owed to Applicant by any business affiliated with RGIIAAS; (3) RGIIAAS in its discretion, may allocate payments to maximize its lien or other rights or remedies and may, in its discretion, apply payments first to any service charges, unpaid collection costs or other costs and expenses due on past due invoices and then to invoices outstanding beginning with the oldest invoices; (4) the purpose of this contract is to enter into a business relationship with RGIIAAS and, as such, everything stated in this contract is true and correct. Applicant authorizes RGIIAAS 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 RGIIAAS 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 RGIIAAS doing business with/extending credit to Applicant, the undersigned does hereby irrevocably and unconditionally guaranty to RGIIAAS the full payment of all credit extended and/or invoices submitted by RGIIAAS to Applicant (for Kentucky applicants, this guaranty is for a period of ten years, not to exceed \$100,000.00). 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 RGIIAAS, 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 SS# of Guarantor Date

Guarantor Address: Guarantor phone number: ()

Witness: Address of Witness:

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

Return to: AccountsReceivable@RogersGroupInc.com or fax-(502)253-5719 phone- (931)434-0508