



A COLAS COMPANY

Return to Reeves Construction:
PO Box 758
Cape Girardeau, MO 63702
Phone: 573.334.5261
Fax: 573.986.9511
ar@reevescc.com

Return to Delta Companies:
PO Box 880
Cape Girardeau, MO 63702
Phone: 573.334.5261
Fax: 573.986.9511
deltaaragq@deltacos.com



APPLICATION FOR CREDIT

I. Applicant Information

Legal Name: \_\_\_\_\_

DBA (If different than above): \_\_\_\_\_

Physical Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Name and Address of Parent Company (if applicable): \_\_\_\_\_

Amount of Credit Requested: \_\_\_\_\_ \*Note: If amount of credit requested is \$150,000 or greater please provide a copy of your Audited Financial Statements.

Are you tax exempt? Yes \_\_\_\_\_ (Attach Certificate) No \_\_\_\_\_ Are POs required? Yes \_\_\_\_\_ No \_\_\_\_\_

In what state(s) do you primarily intend to purchase our products? \_\_\_\_\_

II. Business and Ownership Information

Sole Proprietorship [ ] Partnership [ ] Corporation [ ] Professional Corporation [ ] LLC [ ] Other [ ] \_\_\_\_\_

State of Organization: \_\_\_\_\_ In Business Since: \_\_\_\_\_

Contractor License #: \_\_\_\_\_ Tax ID: \_\_\_\_\_

Officers/Owners: Title: SSN: Phone Number:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Is Applicant Bonded? Yes [ ] No [ ] Bonding Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Agent Name: \_\_\_\_\_

Has Applicant ever declared bankruptcy? Yes [ ] No [ ]

Has Guarantor ever declared bankruptcy? Yes  No

If yes to above, state where petition filed: \_\_\_\_\_ Date of petition filing: \_\_\_\_\_

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**III. Bank References**

Primary Bank: \_\_\_\_\_

Address: \_\_\_\_\_

Bank Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Account No(s): \_\_\_\_\_

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**IV. Trade References**

Name: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

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**V. Terms and Conditions**

This Agreement is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the Applicant and Reeves Construction Company or any of its Affiliates as defined in Paragraph 1 below. The Applicant, by and through its undersigned Principal or Corporate Officer, verifies, attests and agrees under seal to the following:

1. All information given in this Application is true and correct as of the date of this Application and is freely offered to induce the extension of credit from Reeves Construction Company and/or its Affiliates (defined below). Full permission is given to investigate the validity of the information provided from any source deemed appropriate. Applicant specifically authorizes Reeves Construction Company and/or its Affiliates to request credit reports from any credit bureau or other investigative agency. Credit reports may be obtained for Applicant and any individual associated with Applicant identified in this

Agreement. Applicant understands and agrees that any credit reports are being requested for business and commercial purposes and not for personal or consumer purposes. For purposes of this Application and Agreement, Applicant acknowledges and agrees that "Affiliates" means, with respect to an entity, any entity that Controls, is Controlled by or is under common Control with Reeves Construction Company. "Control" (including correlative meanings for the terms "Controlled by" and "under common Control with") means the possession directly or indirectly of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by trust, management agreement, contract or otherwise; provided, however, that beneficial ownership of 10% or more of the voting securities of an entity will be deemed to be Control. The rights, liabilities and obligations of Reeves Construction Company and any Affiliate under this Agreement vis-à-vis "Reeves" will be personal to Reeves Construction company or the Affiliate from whom the credit is extended. Applicant expressly acknowledges and agrees that: (i) Reeves Construction Company will not have any personal liability for the performance of any obligation undertaken by any Affiliate; (ii) no Affiliate will have any personal liability for the performance of any obligation undertaken by Reeves Construction Company or any other Affiliate; and (iii) under no circumstances will the provisions of this Agreement create joint and several liability between or among Reeves Construction Company and any Affiliate or Affiliates to Applicant. Any references to "Reeves" in this Agreement shall mean and refer to both Reeves Construction Company and its Affiliates as defined herein.

2. Terms of payment are net thirty (30) days from the date of invoice, unless otherwise agreed to in writing signed by an authorized representative on behalf of Reeves. Payments are expected in full amount of invoice without retention of any amounts by Applicant. Past due accounts may be placed on C.O.D. by Reeves without notice to Applicant. Past due amounts shall be subject to a service charge of 1.5% per month, or the highest rate allowable by law. In the event an attorney or collection agency is retained to collect past due balances from the Applicant, or to enforce any provision of this Agreement against the Applicant, Applicant shall be liable to Reeves for any costs incurred in said collection or enforcement efforts, including but not limited to reasonable attorney's fees.

3. If Applicant sends Reeves a purchase order, Applicant acknowledges and agrees that such purchase order shall not become a part of the parties' Agreement concerning any resulting sales transaction, and that any term appearing in said purchase order shall be null, void, and unenforceable. This Agreement, any other agreements required by Reeves, and future invoices from Reeves, shall constitute the entire understanding of the parties concerning such sales transactions. This Agreement may be amended only if and to the extent actually agreed upon in writing and signed by an authorized representative on behalf of Reeves.

4. Reeves shall have the right to limit or terminate any extension of credit to Applicant at Reeve's sole and absolute discretion and without cause.

5. Any person signing on behalf of the business/individual(s) attests that the Applicant is a valid business entity, that if applicable, the execution of this Credit Application has been duly authorized by all necessary action of the Applicant's governing body, and that the undersigned is authorized to make this application on Applicant's behalf. The transmission of an original or electronically signed copy of the Application for Credit and Account Agreement via facsimile or e-mail shall have the same force and effect as an original and shall be binding on the Applicant and any Guarantor to the same extent as a document with the original signature.

6. Applicant agrees to provide the physical address(es) where products purchased from Reeves will ultimately be utilized prior to loading at any of Reeves' facilities. Applicant shall ensure that all loading tickets shall reflect the correct job number and physical address where be utilized.

7. This Agreement shall in all respects be interpreted and governed under the laws of the State of the Reeves location sourcing the materials, without regard to any applicable choice of law provision. Applicant hereby irrevocably submits to and agrees to the personal jurisdiction and venue of the Federal and/or State Courts located in or having jurisdiction over the State of the Reeves location sourcing the materials in any action or proceeding arising out of or relating to this Agreement or any extension of credit hereunder. In the event any provision hereof is held invalid, illegal or unenforceable, such provision shall be severed from this Agreement and no other provision shall be affected or impaired thereby. Applicant waives the right to a jury trial in the event Reeves is required to institute suit for collection of any sums due hereunder.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_ Title: \_\_\_\_\_

**Subsidiaries of Delta Companies Inc.:**  
*Ballou Pavement Solutions Inc.*  
*Delta Asphalt, Inc.*  
*Delta Asphalt of Arkansas, Inc.*  
*Heartland Asphalt Materials, Inc.*  
*Apex Paving Company*

**Reeves Construction Company Subsidiaries:**  
*Southeast Emulsions Inc.*

**PERSONAL GUARANTY**

In consideration of and as inducement to the periodic extensions of credit by Reeves Construction Company and its Affiliates as described in the Agreement above (collectively referred to hereinafter as "Reeves"), to the Applicant named on the above Credit Application and Agreement, or its successors, assigns, nominees or agents, (known collectively as the "Applicant"), the undersigned, hereafter "Guarantor", hereby personally Guarantees, jointly and severally, the performance by Applicant of all of Applicant's duties and obligations as set forth in this Credit Application and Agreement including, but not limited to, the payment when due of all indebtedness now due or which may become due under the Applicant's Credit Application and Agreement. To the maximum amount allowed by state law, this Personal Guaranty is unlimited in amount and shall apply to all balances arising from sales to the Applicant under the above Credit Application and Agreement. The undersigned waive(s) all notices with respect to this Personal Guaranty and waives acceptance of this Personal Guaranty by Reeves and any and all rights of reimbursement, subrogation or indemnification from Applicant arising from or related to this Personal Guaranty, performance of any obligations hereunder, or payments made to Reeves pursuant to this Personal Guaranty. The undersigned agree that Reeves shall not be required to seek legal or other means to attempt to collect sums owed by Applicant before looking to undersigned for payment.

This Personal Guaranty is a continuing Personal Guaranty applying to all sales made to Applicant. This Guaranty shall not be revoked by the death of the Guarantor. This Guaranty shall remain in full force and effect with respect to all materials supplied by Reeves under the Applicant's account, regardless of any change in the Applicant's legal structure, or the existence of entities or individuals legally distinct from Applicant benefiting from the services or materials supplied. The undersigned, jointly and severally agree to pay all expenses and cost incurred by Reeves to enforce the terms of this Guaranty and Credit Application and Agreement including attorneys' fees and litigation costs. It is understood that there is no limit to the liability of the undersigned under this agreement.

The undersigned voluntarily and irrevocably waive trial by jury with respect to any action or claim brought in connection with this Guaranty.

The Validity of this Agreement and any of its terms or provisions, as well as rights and duties of the parties hereunder, shall be interpreted and construed pursuant to and in accordance with the laws of the State of the Reeves location sourcing the materials. The transmission of a signed copy of the Application for Credit and Account Agreement via facsimile or e-mail shall have the same force and effect as an original and shall be binding on the Applicant and any Guarantor to the same extent as a document with the original signature.

Name of Guarantor: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ SSN: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Phone: \_\_\_\_\_

Driver's License Number (attach photocopy): \_\_\_\_\_

E-mail: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_