



BAKKEN AGGREGATES, LLC
CORPORATE OFFICE:
 115 SOUTH 48TH STREET
 TEMPE, AZ 85281
 PH: 480-784-2910 / FAX: 480-829-8607
WILLISTON OFFICE:
 711 14TH STREET WEST
 WILLISTON, ND 58801
 PH: 480-929-6743 / FAX: 480-784-6442

APPLICATION FOR CREDIT AND ACCOUNT AGREEMENT

COMPANY NAME:
ADDRESS:
CITY, STATE, ZIP:
PHONE: **FAX:** **FEDERAL ID NO OR SOCIAL SECURITY NO.**
EMAIL ADDRESS:
BILLING ADDRESS (IF DIFFERENT FROM ABOVE):

THIS LOCATION IS OUR: **MAIN OFFICE** **BRANCH OFFICE**
NAME AND ADDRESS OF PARENT COMPANY (IF APPLICABLE):
BUSINESS ENTITY IS A: **CORPORATION** **PARTNERSHIP** **SOLE PROPRIETORSHIP** **LLC**
CONTRACTOR LICENSE NO: **YEAR ISSUED:**

LIST NAME(S) OF CORPORATE OFFICER(S), PARTNER(S) OR OWNER(S) –
WE MUST HAVE SOCIAL SECURITY NUMBER AND DRIVER'S LICENSE FOR IDENTITY AND SECURITY PURPOSES.

POSITION	NAME	HOME ADDRESS CITY/STATE/ZIP	DRIVERS LICENSE #	SOCIAL SECURITY #
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YEARS IN BUSINESS: **YEARS AT PRESENT LOCATION:**
AVERAGE MONTHLY REVENUES: **AVERAGE NUMBER OF EMPLOYEES:**
HAS YOUR COMPANY OPERATED UNDER ANY OTHER NAME? _____ **IF YES, PLEASE EXPLAIN.**
IS YOUR COMPANY OWNED OR CONTROLLED BY ANOTHER ORGANIZATION? _____ **IF YES, PLEASE EXPLAIN.**
DESCRIBE YOUR PRODUCT OR SERVICE:

ANTICIPATED MONTHLY PURCHASES: \$ **CREDIT LIMIT REQUESTED: \$**

BANK REFERENCES

BANK NAME	BRANCH	CITY	PHONE	ACCOUNT #	CREDIT AMT/TERMS

PRESENT OR PREVIOUS MATERIAL SUPPLIERS



NAME	ADDRESS/CITY/STATE/ZIP	PHONE

MUST YOUR PURCHASE ORDER NUMBER BE REFERENCED ON TICKETS/INVOICES: YES NO

GROSS RECEIPTS TAX STATUS: TAXABLE TAX EXEMPT

IN ORDER FOR US TO SELL YOU ANY MATERIALS ON A TAX EXEMPT BASIS, WE MUST HAVE A VALID CONTRACTOR'S CERTIFICATE OR CERTIFICATE OF RE SALE ON FILE.

WHO IS RESPONSIBLE FOR PAYING YOUR BILLS? NAME: _____ **PHONE:** _____

HAS THE COMPANY EVER FILED FOR BANKRUPTCY? YES NO **IF YES, WHEN AND IN WHAT JURISDICTION AND UNDER WHAT CHAPTER: _____ IS THERE A RECEIVER OR OTHER COURT ORDERED TRUSTEE CURRENTLY ACTIVE?**

TO ASSIST BAKKEN AGGREGATES, LLC IN GRANTING YOU CREDIT, PLEASE ATTACH A RECENT FINANCIAL STATEMENT. FOR A CREDIT LIMIT OF \$10,000 OR MORE, WE WILL REQUIRE A FINANCIAL STATEMENT.

ASSET SCHEDULE (ATTACH ADDITIONAL SHEETS IF NECESSARY):

EQUIPMENT OWNED	DESCRIPTION: VALUE: \$ FINANCED BY:	LOAN BALANCE: \$ MO. PAYMENT: \$
BUSINESS PROPERTY	DESCRIPTION: VALUE: FIRST TRUST DEED (MORTGAGE) HOLDER: IS THERE A SECOND TRUST DEED? <input type="checkbox"/> YES <input type="checkbox"/> NO (IF YES) LOAN BALANCE: \$	ADDRESS: LOAN BALANCE: \$ MO. PAYMENT \$
HOME	<input type="checkbox"/> LEASE/RENT <input type="checkbox"/> OWNED (IF OWNED, PLEASE CONTINUE) ADDRESS:	VALUE: FIRST TRUST DEED: \$ MO. PAYMENT: \$ SECOND TRUST DEED LOAN BALANCE: \$
FINANCIAL INFORMATION	CURRENT ASSETS TOTAL ASSETS	CURRENT LIABILITIES: TOTAL LIABILITIES: NET WORTH:

ACCOUNT AGREEMENT WITH TERMS OF SALE

IN CONSIDERATION OF THE PROCESSING BY BAKKEN AGGREGATES, LLC (HEREAFTER "Seller") OF THIS APPLICATION, AND/OR THE EXTENSION OF ANY CREDIT TO APPLICANT AND/OR THE MAKING OF ANY SALE TO APPLICANT SUBSEQUENT TO THE SIGNING OF THIS DOCUMENT BY APPLICANT, APPLICANT (HEREAFTER "Buyer") AGREES AS FOLLOWS:

1. For any credit purchases, unless otherwise agreed to in writing signed by an authorized person on behalf of Seller varying such terms, payment shall be net 30 days. Payment shall be due within thirty (30) days from the date of the invoice in the full amount of the invoice without retention of any amounts by Buyer. Past due accounts may be placed on C.O.D. by Seller without notice. Past due amounts shall be subject to late charges as provided in paragraph 2 below.
2. Buyer shall pay Seller (not as a penalty but as liquidated damages based on the impracticality of fixing actual damages) a late charge on all amounts not paid when due computed at the rate of one and one half (1.5%) percent per month (which is an annual percentage rate of 18%), or the maximum rate permitted by law in the event such rate is lower, beginning on the thirty-first (31st) day from the date of the invoice until paid in full. Payments shall be applied first to accrued late charges, then to past due amounts.
3. Buyer agrees to pay all Seller's reasonable attorney's fees and collection costs in collecting amounts not paid when due, whether or not a lawsuit is filed and whether or not the lawsuit is pursued to judgment before Buyer pays off the indebtedness.
4. If Buyer sends Seller a purchase order, Buyer acknowledges that such purchase order shall not become a part of the parties' agreement concerning any resulting sales transaction. This Account Agreement, together with Material Quote from Seller, any other agreements required by Seller, and future invoices from Seller, shall constitute the entire understanding of the parties concerning such sales transactions. This Account Agreement and Seller's invoices may be amended only if and to the extent actually agreed to in writing and signed by an authorized person on behalf of Seller.
5. In the event a check is given as payment on account or in connection with any purchase, whether or not a sale on credit, and such check, upon deposit or negotiation, is not promptly honored by the bank upon which drawn, the provisions hereof, including paragraphs 2 and 3, shall be applicable in regard to the indebtedness represented by the check. Nothing herein shall be deemed to be an approval for Buyer to give a check that does not clear the bank upon which it is drawn. Buyer also agrees to pay a service charge of \$25.00 for any check that fails promptly to clear Buyer's bank upon presentation.
6. Buyer shall fully and promptly furnish Seller information needed or requested by Seller for proper filling out and service of a Preliminary Notice under the Mechanic's Lien Law. Buyer shall provide Seller with copies of payment bonds on all projects having payment bonds.
7. Seller, or any credit bureau or other investigative agency employed by Seller, is authorized to investigate any reference or information hereon listed or statements or other data obtained from Buyer or any other person pertaining to the Buyer's credit and financial responsibility.
8. Any and all claims asserted by or on behalf of Buyer to Seller as to any of the materials furnished under this Account Agreement shall be made in writing and be made no later than 15 days after Seller furnishes the same. If no claim is made within such period, Buyer shall be deemed to have waived any rights to claim against Bakken Aggregates, LLC for such material.
9. Buyer hereby agrees that the Seller's total aggregate liability in connection with this Account Agreement and the materials furnished hereunder shall be strictly limited to an amount equal to **\$25,000**, whether such liability is asserted for breach of representation or warranty, under any indemnity, in any other respect under or for breach of contract, delays, liquidated damages, or as a liability arising in tort or by statute. Buyer hereby waives and discharges all present and future claims against Seller and (for actions in such capacity) its shareholders, directors, officers, agents, employees, and subcontractors, for any claim other than those described in the preceding sentence or any liability amount in excess of the aggregate limitation of \$25,000.
10. Upon a change in principals or the type or nature of Buyer's form of legal entity, Buyer and such new principal(s)/entity will give written notice thereof within 15 days to the credit department of Bakken Aggregates, LLC,



711 14th Street West Williston ND 58801, and Seller's new principal(s) or legal entity shall become bound by all the terms and provisions of this Account Agreement.

- 11. Seller reserves the right to approve or refuse credit on an individual sales or project by project basis at Seller's discretion. Also, Seller may establish and advise Buyer of its credit limit if and when Seller opens Buyer's account. Seller may increase or decrease the credit limit at any time and without notice.
- 12. This Credit Application and Account Agreement is submitted, entered into and is to be performed at Seller's place of business, from where Seller decides whether or not to extend credit to or make a sale to Buyer. This Agreement will be governed by the laws of the State where Seller's place of business is located, without regard to conflicts of laws and principles.
- 13. The person signing this application warrants and declares under penalty of perjury that information provided by Buyer is true and correct and that the person signing this application is authorized to do so on behalf of Buyer.

Company Name

Date

Signature (Officer or Principal only)

Print Name & Title

CONTINUING PERSONAL GUARANTY

In consideration of Bakken Aggregates, LLC ("Bakken") extending credit and making future sales to Applicant/Buyer, the undersigned personally guarantees Applicant's/Buyer's performance of all its obligations under the above Account Agreement, including but not limited to, payment of any and all charges and/or money due Bakken. The undersigned waives any right to (a) notice of Applicant/Buyer's default, (b) demand/presentation and (c) require Bakken to proceed first against Applicant/Buyer, proceed against or exhaust any security or pursue any other remedy. The undersigned hereby authorizes Bakken without notice or demand from time to time to do any of the following: (a) renew, compromise, extend, accelerate or otherwise change the terms and amount of the obligations guaranteed, (b) take and hold security for the obligations guaranteed and exchange, enforce, waive and release any security, (c) apply security and direct the order or manner of sale of security as Bakken in its sole discretion may determine, and (d) assign the Account Agreement and this Guaranty in whole or in part. In addition to the amounts guaranteed, the undersigned shall pay Bakken reasonable attorney's fees, court costs, and all costs of collection incurred in enforcing this Guaranty. This Guaranty is submitted, entered into and is to be performed at Bakken's office in Williston, ND.

Dated: _____

Signature of Guarantor

Print Full Legal Name of Guarantor

Witness

Spousal consent and joiner: If above-named Guarantor is married, his/her spouse must also execute this Continuing Personal Guaranty where indicated below, agreeing to be bound by its terms to the same extent as is the above-named Guarantor.

Dated: _____

Signature of Guarantor

Print Full Legal Name of Guarantor

Witness