

Kalamazoo Materials, Inc.

Landscape Decorative Rock

P.O. Box 50669

Phone: (520) 575-9601 Fax: (520) 575-9604

Agreement For Credit Application

(Effective April 1, 2008)

Customer herein makes an application for credit to Kalamazoo Materials, Inc. (KMI) and/or to update and reaffirm our existing account and balances with KMI. Customer agrees to provide KMI with current financial statements (balance sheet and profit/loss statement). Customer agrees to authorize a Personal Guaranty for such credit, which requires both the Customer's and spouse's signature on the credit application.

If credit is granted, Customer agrees to pay all KMI invoices according to the credit policy of KMI:

- All invoices are payable net 30 days from the *Invoice Date (date of material delivery)*.
- If Customer pays net 20 days from the *Invoice Date* of an invoice, KMI will extend a 5% discount on the *materials purchase portion* of the invoice only. **This discount is not available if the Customer has any unpaid invoices that are over 20 days old.**
- If payment is delinquent beyond 60 days from the *Invoice Date*, KMI will charge interest on the unpaid over-60 balance at a rate of 1½% per month (18% per annum).

If a Customer account is referred for collection to a third-party collection agency, Customer will pay the additional cost of collection equal to a minimum amount of 50% of the principal amount. In addition, once referred to a collection agency, Customer will not be able to order any material until full collection amount plus 50% collection fee have been paid. If a suit or any action by attorney is instituted, Customer agrees to pay attorney fees in said suit or action.

Customer understands that all functions, including but not limited to billing, collections, and credit are performed in our Corporate Headquarters in Tucson, Pima County, Arizona and Customers hereby consents to jurisdiction in Pima County, Arizona only. Customer gives their permission for KMI and/or its agents to verify and/or supplement any and all of the information in the credit application.

Credit information will be held in the strictest of confidence. If the information provided does not meet KMI's policies, standards, or requirements, KMI, at its sole discretion, has the right to refuse to extend credit. KMI also reserves the right to establish both a maximum credit limit and probationary credit period. KMI reserves the right to re-evaluate a client's credit application at any time. Any account that has been inactive for twelve (12) or more months will require a re-application for credit prior to reactivation of the account.

NOTICE: The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applications on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has capacity to enter into binding contract), because all or part of applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is: Federal Trade Commission - Equal Credit Opportunity - Washington D.C. 20690

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san manuel • silverbell • superior • valentine • white hills

1. Company Information

Full Legal Name/Business Entity	Phone #	Fax #	
Doing Business As (DBA)			
Physical Address	City	State	Zip
Billing Address (If Different)	City	State	Zip
Company Type: ___ Proprietorship ___ Partnership ___ Franchisee ___ Corporation ___ Other:			

2. Business Credit Information

Federal Tax ID	Principal Business Type	Year Business Established
How long at present Location?	Incorporated?	If so, under laws of what states?
Credit Line Requested	Annual Business Revenue	
ROC License #:	Class/Type/Effective Date:	
Are you a: Circle one: Retailer General Contractor Sub-Contractor Other: (Please explain)		
Bonded: Y or N Company:		

3. Owners/ Officers

1	Name	Title	Home Phone #	
	Address	City	State	Zip
2	Name	Title	Home Phone #	
	Address	City	State	Zip
3	Name	Title	Home Phone #	
	Address	City	State	Zip

4. Bank Reference

Bank Name	Account #	Contact	Phone #
Address	City	State	Zip

5. Credit Reference

1	Company Name	Contact	Phone #	
	Address	City	State	Zip
2	Company Name	Contact	Phone #	
	Address	City	State	Zip
3	Company Name	Contact	Phone #	
	Address	City	State	Zip

Proprietor Authorization and Personal Guarantee

By Signing this Application, I/ we authorize Kalamazoo Materials, Inc. (KMI), or it's agent, to investigate my /our company's and my/our personal credit and financial records and banking records. As part of such investigation, I/we authorize KMI to request and obtain consumer credit reports on me/us in connection with the open monitoring, renewal and extension of this and other accounts with KMI and the marketing of the other products and service by me/us and my/our business by KMI. I further authorize KMI to share the information received from my/our consumer credit report from the business credit KMI's parent, subsidiaries, and affiliates (and other, if applicable). If I request, you will tell me/us whether my our credit report was requested and, if so, the name and address of the credit reporting agency that furnished the report.

By signing this application, I/we acknowledge that I/we have personally guaranteed the debts and obligations of my business and agree to be personally obligated to perform all of the terms of and make all payment to KMI required by this agreement.

1	Name First Last and Initial		Social Security #	
	Home Address		Home Phone#	Annual Income
	City	State	Zip	Date
	Authorized Signature			

2	Name First Last and Initial		Social Security #	
	Home Address		Home Phone#	Annual Income
	City	State	Zip	Date
	Authorized Signature			

3	Name First Last and Initial		Social Security #	
	Home Address		Home Phone#	Annual Income
	City	State	Zip	Date
	Authorized Signature			



Arizona Department of Revenue

Transaction Privilege Tax Exemption Certificate

ARIZONA FORM
5000

This form replaces earlier forms: 5000, 5001, 5002.

This exemption Certificate is prescribed by the Department of Revenue pursuant to ARS § 42-5009. The purpose of the certificate is to document tax-exempt transactions with qualified purchasers. It is to be filled out completely by the purchaser and furnished to the vendor. The vendor shall retain this Certificate for single transactions or for specified periods as indicated below. Incomplete Certificates are not considered to be accepted in good faith. Only one form of exemption can be claimed on a certificate.

Purchaser's Name and Address _____ _____ _____ Vendor's Name _____	Check Applicable Box: <input type="checkbox"/> Single Transaction Certificate <input type="checkbox"/> Period From: _____ Through: _____ <i>(You must choose specific dates for which certificate will be valid)</i>
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Choose one transaction type per Certificate

<input type="checkbox"/> Transactions with a Business (Please check appropriate item from numbers 1 - 19) Arizona Transaction Privilege Tax License Number _____ SSN / EIN _____ Other Tax License Number _____ Tax number for another tax agency _____ If no license number, provide reason: _____ Precise Nature of Purchaser's Business _____	<input type="checkbox"/> Transactions with Native Americans & Native American Businesses (Please check item number 24 or 24a) Tribal Business License # _____ OR Tribal ID# _____ Name of Tribe _____ <input type="checkbox"/> Transactions with a Government entity or certain Health Care institutions (Please check appropriate item from numbers 1 - 23)	<input type="checkbox"/> Transactions with nonresidents (Please check appropriate item from numbers 25 - 26) State of residence _____ Driver's License# _____ Driver's License State _____ SSN/ID _____ 30 day Drive out permit # _____
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Reason for Exemption - check as applicable

- 1. Tangible personal property to be resold in the ordinary course of business.
- 2. Tangible personal property to be leased or rented in the ordinary course of business.
- 3. Tangible personal property to be incorporated into a taxable contracting project.
- 4. Food, drink, or condiments purchased by a restaurant business.
- 5. Motor vehicle fuel and use fuel subject to tax under ARS § 28-5606 or 5708.
- 6. Use fuel to a holder of a valid single trip use fuel tax permit issued under ARS § 28-5739.
- 7. Aviation fuel subject to the tax imposed under ARS § 28-8344.
- 8. Pipes or valves four inches in diameter or greater to be used for transportation of oil, natural gas, artificial gas, water or coal slurry.
- 9. Neat animals, horses, asses, sheep, ratites, swine or goats used as breeding or production stock (including ownership shares in such animals).
- 10. Aircraft, navigational and communication instruments and related accessories sold or leased to:
 - Airlines holding a federal certificate of public convenience and necessity; or Airlines holding a foreign air carrier permit for air transportation; or
 - Any foreign government or nonresidents of Arizona who will not use such property in Arizona other than in removing such property from this state.
- 11. Railroad rolling stock, rails, ties and signal control equipment used directly to transport persons or property for hire.
- 12. Buses or urban mass transit vehicles used directly to transport persons or property for hire or pursuant to a government mass transit program.
- 13. Central office switching equipment, switchboards, private branch exchange equipment, microwave radio equipment and carrier. Equipment including optical fiber, coaxial cable and other transmission media which are components of carrier systems sold or leased to persons engaged in the telecommunications business.
- 14. New machinery and equipment, used for commercial production of agricultural, horticultural, viticultural and floricultural crops and products in this state, consisting of tractors, tractor-drawn implements, self-powered implements, drip irrigation lines, and machinery and equipment necessary for extracting milk and for cooling milk and livestock.
- 15. Machinery, equipment or transmission lines used directly in producing or transmitting electrical power, but not including distribution.

(OVER)

- 16. Groundwater measuring devices required under ARS § 45-604.
- 17. Machinery or equipment used directly in the following processes:
 - Manufacturing, processing or fabricating. Job printing. Refining or metallurgical operations.
 - Extraction of ores or minerals from the earth for commercial purposes. Extraction of, or drilling for, oil or gas from the earth for commercial purposes.
- 18. Printed, photographic, electronic media or digital media materials purchased by or for publicly funded libraries including school district libraries, charter school libraries, community college libraries, state university libraries or federal, state, county or municipal libraries for use by the public.
- 19. Other: Cite specific statutory authority for the exemption of the tangible personal property. _____

Exemptions based on the purchaser being a government entity, public school, or a qualifying health care institution.

- 20. Food, drink or condiments for consumptions within the premises of any prison, jail or other institution under the jurisdiction of the state department of corrections, the department of public safety, the department of juvenile corrections or a county sheriff. Food, drink, condiments or accessories purchased by a school district for consumption at a public school within the district during school hours.
- 21. Tangible personal property sold or leased directly to the United States Government or its departments or agencies by a manufacturer, modifier, assembler or repairer.
- 22. Fifty percent of the gross proceeds or gross income from the sale of tangible personal property directly to the United States Government or its departments or agencies, which is not deducted under number 21 above. This exemption does not apply to leases.
- 23. Tangible personal property sold or leased directly to a qualifying non profit hospital, health care organization, community health center, or rehabilitation program for mentally or physically handicapped persons (an exemption letter for these entities must accompany this form).

Transactions with Native Americans & Native American Businesses

- 24. Sale or lease of tangible personal property including Motor Vehicles to affiliated Native Americans if the solicitation for the sale, signing of the contract, delivery of the goods and payment for the goods all occur on the reservation.
- 24a. Sale of a Motor Vehicle to an enrolled member of a tribe who resides on the reservation established for that tribe.

Transactions with nonresidents

- 25. Sales of tangible personal property to nonresidents of Arizona who are temporarily within Arizona, for their use outside of Arizona, when the vendor ships the property out of Arizona by common carrier or United States mail or delivers such property out of Arizona via the vendor's own conveyance.
NOTE: The vendor shall retain adequate documentation substantiating the shipment of the property out of Arizona.
- 26. Sale of a motor vehicle (vehicle must be self-propelled) to a nonresident of Arizona whose state of residence does not allow a use tax exemption for transaction privilege taxes paid to Arizona and who has secured a special 30-day nonresident registration for the vehicle (please see Arizona Form 5010).

Describe the tangible personal property or service purchased or leased and its use below. (Use additional pages if needed)

Certification

A vendor that has reason to believe that the certificate is not accurate or complete will not be relieved of the burden of proving entitlement to the exemption. A vendor that accepts a certificate in good faith will be relieved of the burden of proof and the purchaser may be required to establish the accuracy of the claimed exemption. If the purchaser cannot establish the accuracy and completeness of the information provided in the certificate, the purchaser is liable for an amount equal to the transaction privilege tax, penalty and interest which the vendor would have been required to pay if the vendor had not accepted the certificate. Misuse of this Certificate will subject the purchaser to payment of the ARS § 42-5009 amount equal to any tax, penalty or interest. Willful misuse of this Certificate will subject the purchaser to criminal penalties of a felony pursuant to ARS § 42-1127.B.2.

I, (print full name) _____, hereby certify that these transactions are exempt from Arizona transaction privilege tax and that the information on this Certificate is true, accurate and complete. Further, if purchasing or leasing as an agent or officer, I certify that I am authorized to execute this Certificate on behalf of the purchaser named above.

Signature of purchaser _____ Date _____

Title _____

Joint Check Authorization and Assignment of Benefits Agreement

I, _____ (hereinafter "Customer"), intend to purchase landscape materials from KMI (hereinafter "KMI"), for an estimated amount of \$ _____. Customer hereby promises to pay KMI the amount of any unpaid invoices for the following job:

Job Name: _____ Type of Project: _____

Job Site Address or Cross Streets: _____ City: _____ State: _____ Zip: _____

Lots, Units or Buildings: _____

Total Amount of Landscape Contract \$ _____

Est. Amount for Plants, Landscape Products, Mulch, Etc., \$ _____

Date to Start Landscape: _____ Completion Date: _____

Billing: Customer's invoices are to be submitted to the general contractor by the _____ day of the month.

General Contractor will pay invoices by the _____ day of the month. Billing Contact: _____ Phone: _____

In Consideration of the extended payment plan and credit extended Customer by KMI, Customer agrees to the following terms and conditions:

1. Customer hereby authorizes the General Contractor to issue joint checks payable to the order of Customer and KMI.
2. Customer hereby authorizes the General Contractor to verify the amounts due on this contract with KMI prior to issuing the joint checks.
3. Customer hereby assigns to KMI Customer's benefits under its contract with the General Contractor, including, but not limited to, any rights of action it may have against the General Contractor and/or Owner.
4. Customer hereby agrees to pay all service charges, collection costs and reasonable attorneys and/or legal fees should legal action be necessary to collect this debt.
5. Customer hereby agrees to pay the amount due, in full, within agreed terms of KMI and in accordance to the Prompt Pay status of Arizona, regardless of whether General Contractor has paid.
6. Customer hereby agrees that KMI may retain all joint check proceeds until Customer's account, including interest charges and all collect costs, are paid in full.
7. Customer hereby agrees to endorse all said joint checks to the order of KMI. In the event the Customer fails to endorse the instrument, KMI is irrevocably appointed attorney for the Customer with full power to make such endorsements.
8. All joint checks will be delivered directly to KMI. KMI will notify Customer of the receipt of the instrument and request Customer to endorse the instrument. If the Customer fails to endorse the instrument within 5 days of notification by KMI, KMI shall endorse the instrument, as attorney for Customer, pursuant to paragraph 7 above and credit Customer's account in the amount of the check received.
9. In the event of a breach of any terms of this Agreement by either the Customer or General Contractor, all accounts due to KMI by Customer shall, without notice of demand, become immediately due and payable.
10. Customer hereby irrevocably appoints KMI its attorney, with power of substitution and revocation, at the expense of the Customer, to use all lawful means for the recovery of the money due or to become due pursuant to the terms of the contract between Customer and General Contractor. This power of attorney shall not be affected by the disability or incompetence of the Customer.
11. This Agreement shall be binding upon the successors and assigns of the Customer and the General Contractor and shall inure to the benefits of KMI and its successors and assigns.
12. This Agreement may only be modified upon the written agreement of KMI, the General Contractor and the Customer.

I hereby agree to the above terms and conditions:

I hereby agree to the above terms and conditions:

Landscape Contractor

General Contractor

Address

Address

City State Zip

City State Zip

Phone Alternative Phone

Phone Alternative Phone

Authorized Signature

Authorized Signature

Print Authorized Name and Title

Print Authorized Name and Title

Date

Date

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san manuel • silverbell • superior • valentine • white hills

Kalamazoo Materials, Inc's policy for all customers is to file a pre-lien on any materials provided to a location or job site that is over \$1000.00.

A preliminary lien establishes legal right for Kalamazoo Materials, Inc. as a provider of materials which improve the value of the property, while not having a direct contractual relationship with the owner of the property, this legal right allows Kalamazoo Materials, Inc to file a Mechanic's Lien against the title of the property and, if necessary, bring a foreclosure suit against the property in order to recover the value of the products supplied to the job.

If you do not wish to have pre-lien filed, the balance must be paid in full on the day of delivery. No mailed checks or fax copies will be accepted. Payments must be made in person at any Kalamazoo Materials, Inc locations, 101 W Ventura St Tucson, AZ 85705, 3909 Vegas Drive Las Vegas, NV 89108 or at one our quarries. Any other arrangements or questions need to be addressed with your customer service representative.

Please sign below acknowledging that you have accepted and understand Kalamazoo Materials Inc pre-lien policy.

Name: _____

Date: _____

Printed: _____

Title: _____

Lacey Lawen

Customer Service Representative

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silverbell • superior • valentine • white hills

Pre-Lien information Form

Contractor contact: _____

Contractor Phone: _____

Project name: _____

P.O.#: _____

Project address: _____

Owner's name: _____

Owner's address: _____

Lender name (if any): _____

Lender's address: _____

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CREDIT CARD FORM

Date	
Credit Card #	
Name on Card	
Expiration Date	
Card Verification #	
Card Type	
Amount Charging	
Invoices # (s)	
Company Name	
Company Address	
Company Zip	
Company Phone #	
Company Fax #	

* American Express-Four black.Digits on front of card

* MasterCard, Visa, and Discover- Last three digits on back of card

Request for Taxpayer Identification Number and Certification

Give form to the
 requester. Do not
 send to the IRS.

Print or type
 See Specific instructions on page 2.

Name (as shown on your income tax return) Kalamazoo Materials, Inc.	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) P.O. Box 50669	Requester's name and address (optional)
City, state, and ZIP code Tucson, AZ 85703-1669	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number
86 0528847

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ <i>Andrea Beng</i>	Date ▶ <i>1-7-11</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- 16. Groundwater measuring devices required under ARS § 45-604.
- 17. Machinery or equipment used directly in the following processes:
 - Manufacturing, processing or fabricating. Job printing. Refining or metallurgical operations.
 - Extraction of ores or minerals from the earth for commercial purposes. Extraction of, or drilling for, oil or gas from the earth for commercial purposes.
- 18. Printed, photographic, electronic media or digital media materials purchased by or for publicly funded libraries including school district libraries, charter school libraries, community college libraries, state university libraries or federal, state, county or municipal libraries for use by the public.
- 19. Other: Cite specific statutory authority for the exemption of the tangible personal property. Az Dept Rev Code R15-5-51822 Exempt Sales

Exemptions based on the purchaser being a government entity, public school, or a qualifying health care institution.

- 20. Food, drink or condiments for consumptions within the premises of any prison, jail or other institution under the jurisdiction of the state department of corrections, the department of public safety, the department of juvenile corrections or a county sheriff. Food, drink, condiments or accessories purchased by a school district for consumption at a public school within the district during school hours.
- 21. Tangible personal property sold or leased directly to the United States Government or its departments or agencies by a manufacturer, modifier, assembler or repairer.
- 22. Fifty percent of the gross proceeds or gross income from the sale of tangible personal property directly to the United States Government or its departments or agencies, which is not deducted under number 21 above. This exemption does not apply to leases.
- 23. Tangible personal property sold or leased directly to a qualifying non profit hospital, health care organization, community health center, or rehabilitation program for mentally or physically handicapped persons (an exemption letter for these entities must accompany this form).

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NOTE: The vendor shall retain adequate documentation substantiating the shipment of the property out of Arizona.
- 26. Sale of a motor vehicle (vehicle must be self-propelled) to a nonresident of Arizona whose state of residence does not allow a use tax exemption for transaction privilege taxes paid to Arizona and who has secured a special 30-day nonresident registration for the vehicle (please see Arizona Form 5010).

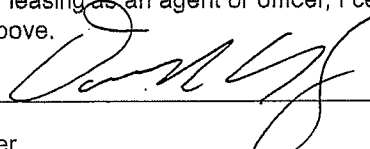
Describe the tangible personal property or service purchased or leased and its use below. (Use additional pages if needed)

Certification

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I, (print full name) Donald King, hereby certify that these transactions are exempt from Arizona transaction privilege tax and that the information on this Certificate is true, accurate and complete. Further, if purchasing or leasing as an agent or officer, I certify that I am authorized to execute this Certificate on behalf of the purchaser named above.

Signature of purchaser



Date

5/21/2010

Title Operations Manager