

Check which company(s) is your point of contact:



ILLINOIS BRICK COMPANY



LANDSCAPE SUPPLY

EDGEWOOD GROUP



ROSE BRICK



APPLICATION FOR CREDIT AND AGREEMENT TO CREDIT TERMS
Southfield Corporation
and its Subsidiaries, Divisions and Affiliate Companies ("Southfield")
Latest interim & year-end financial statements should accompany this application.

COMPANY INFORMATION

Company Name ("Company"): Year established:

Address: (If P.O. Box, give street address also)

City: State: Zip Code:

Telephone: () Fax: () Taxpayer ID Number:

Rent Or Own premises / Are you sales tax exempt? Yes No Reg. or resale #: Please include a copy of your current resale certificate for our records.

Company: Sole Proprietorship Partnership Corporation L.L.C. State Organization: Date Organized:

HAS THE COMPANY EVER OPERATED UNDER A DIFFERENT NAME? YES NO Kind of Business:

If yes, give name and address: State Type and Nature of Business

HAVE YOU PREVIOUSLY APPLIED FOR CREDIT WITH SOUTHFIELD OR ANY OF ITS SUBSIDIARIES OR AFFILIATES? YES NO

If yes, give name and address:

HAS THE COMPANY, OR ANY OF ITS OWNERS OR OFFICERS, FILED A PETITION IN BANKRUPTCY UNDER ANY NAME IN THE PAST 7 YEARS?

YES NO If yes, provide name of petitioner and year of filing:

HOW WOULD YOU LIKE TO RECEIVE YOUR INVOICES? FAX E-MAIL:

OWNERS/PRINCIPALS/OFFICERS

Table with 7 columns: Names(s) Principal(s), Title, Home Address, City, State, Zip, Home Phone #, Mobile Phone #, Social Security #. Includes rows (1) and (2).

The undersigned individual signing this Application, who is a principal, proprietor or partner of the entity applying for business credit, recognizes that his or her individual credit history may be a factor in the evaluation of the credit history of the Company, and hereby consents to Southfield's use of the individual's consumer credit report for the purpose of making a credit evaluation and maintaining a credit relationship with the Company.

CREDIT REFERENCES
BANK

Name: Acct. #: Officer:

Address: Phone:

The Company, by the undersigned, authorizes the bank named herein to release information requested by Southfield for the purpose of obtaining and reviewing the Company's credit information from time to time.

MAJOR MATERIAL SUPPLIERS

Table with 4 columns: Name, Address, Phone #, Contact Person. Includes rows (1), (2), and (3).

AGREEMENT AND CREDIT TERMS

Southfield's agreement to extend credit to the Company on terms and conditions stated herein is conditioned upon Company's acceptance and agreement of the following terms:

The Company acknowledges that Southfield may conduct any credit investigation or inquiry it deems necessary to evaluate the Company's credit and/or financial standing, in order to establish credit limits for the Company. Company may purchase material(s) from Southfield on account up to the limit determined by Southfield in its sole discretion. Southfield may increase the Company's credit limit from time to time merely by allowing the Company to make purchases on account in excess of the stated limit or to cover unpaid purchases. Southfield may also decrease Company's credit limit at any time and for any reason. In addition, Southfield may decline to extend credit, and may suspend or terminate the Company's credit account at any time if, in its sole discretion, Southfield deems itself insecure, or the Company defaults on its obligations under this agreement.

The Company shall pay the full amount of any outstanding balance shown on each material invoice within thirty (30) days of the invoice date, or on terms otherwise stated therein and agreed to by Southfield Corporation. In the event an invoice is not paid in full when due, the entire balance will be considered delinquent and payable upon demand, including finance charges and late fees as applicable. Late fees shall apply as stated on the invoice. Finance charges shall be a minimum of 1.5% per month (18% per annum) of the past due balance after deducting current payments and credits, and shall become due and payable as part of the Company's outstanding balance. Southfield Corporation may change the finance rate by giving the Company 30 day's prior written notice, and the new finance rate shall apply only to the balance on the account 30 days from the date of said notice. In the event the finance rate exceeds the maximum allowed by law, the rate shall be deemed to be the highest rate then permitted by law. The Company agrees to pay Southfield a reasonable processing fee to cover any check returned by the Company's bank as unpaid.

As security for any indebtedness incurred under this agreement, the Company hereby assigns and pledges to Southfield, as Seller, all of the Company's presently owned and existing or hereinafter acquired and arising accounts, accounts receivable, contract rights, claims, general intangibles, chattel paper, office furniture, equipment, inventory and all proceeds of the foregoing collateral. The Company hereby appoints any representative of Southfield as its attorney-in-fact to sign and/or file a UCC Financing statement to perfect the security interest granted by the Company under this paragraph.

The Company agrees to disclose to its customers the identity of Southfield as a supplier of all materials purchased on credit, and provide to Southfield upon request, all pertinent information relating to any project for which the materials will be utilized, including, without limitation, the location of the project, the name of the party with whom the Company is dealing, the name of the owner of the real property where the project is located, the names of the general contractor, lending institution and/or banks involved in said job, and such other information as Southfield may reasonably request. If the Company or any of the Guarantors fail to make payment or otherwise satisfy its obligations under the terms of this Agreement, and Southfield undertakes any action to collect on account or otherwise enforce this Agreement, the Company and Guarantors shall be jointly and severally liable to pay all costs and expenses incurred by Southfield for enforcement or collection, whether or not suit is filed, including, but not limited to: reasonable attorney's fees, court costs, deposition and transcript costs, sheriff's fees, special process server fees, expert witness fees, bond costs and all other costs and expenses reasonably incurred. The Company and Guarantors irrevocably consent to exclusive jurisdiction and venue in the Circuit Court of Cook County, State of Illinois for any matter in dispute, and further waive the rights to trial by jury and the right to assert any counterclaim in setoff against any suit or action to enforce this agreement. Each Guarantor knowingly and willingly waives any homestead exemption otherwise available under law as a defense or setoff to collection of any judgment.

The Company acknowledges that it has special skill and knowledge in the selection and use of the materials to be purchased from Southfield and expressly disclaims any reliance upon any statements or representations made or to be made by Southfield with respect to the selection or use of such materials. The Company hereby releases and agrees to indemnify Southfield from any and all direct, indirect, special or consequential damages the Company or any third party may suffer in connection with the selection or use of materials purchased. In the event any liability may be imposed on Southfield arising from the sale of materials purchased by the Company, said liability shall not exceed the contract price for the material purchased.

In the event the Company directs Southfield to deliver materials to any location and the Company does not have a representative present at the time of delivery, the Company authorizes Southfield to leave the materials at the designated place of delivery. Once delivered, the Company shall have all responsibility for said materials. The Company agrees to inspect all materials immediately upon delivery to verify: (a) the quantities described in the accompanying delivery ticket are the quantities delivered and (b) there are no discernible defects.

The Company shall be solely responsible for monitoring account activity and for payment of all charges made on account in full when due. The Company agrees to examine all delivery tickets and invoices upon receipt, and inform Southfield of any disputed transaction or invoice within three (3) business days thereafter, with a written statement specifying the reasons for dispute. Unless the Company timely gives such written notice to Southfield, the Company waives all objections to payment, and any claims it may have against Southfield for any deficiency or defect in said material. No materials may be returned to Southfield after purchase without Southfield's prior approval and consent.

The use of the Company's purchase order or purchase order numbers is for the Company's convenience and identification only. The terms of this agreement supersede the terms of any purchase order. Absence of a purchase order or purchase order number shall not nullify the Company's obligation to pay for materials purchased from Southfield.

The Company must notify Southfield in writing, by certified mail with return receipt requested, of any change in ownership, any change in the name of the entity, or any change in the business structure of the entity, no later than 30 days after such change is effective.

Southfield's failure to strictly enforce any provision and/or the invalidity of any portion of this agreement shall not be construed as a waiver thereof and shall not excuse the Company from strict performance of the obligations undertaken herein. The rights of the parties shall be hereby governed exclusively by the provisions, terms and conditions thereof. Time is of the essence of this agreement. The parties acknowledge that this is the entire agreement and that no oral representation or agreement has been made which would modify this Credit Agreement or are a condition precedent or subsequent to the enforcement of this agreement, and that this agreement may not be modified except by a writing signed by each of the parties.

The undersigned does hereby certify that he/she is authorized to sign this Application on behalf of the Company; certifies that the above credit information is correct; and further certifies that this Application is a request for extension of credit to the Company for business purposes only and is not intended to obtain credit for personal, family or household use. The undersigned has read the Agreement and Credit Terms on the reverse side of this document and intends that the Company shall be bound by them. A facsimile or electronic copy of this Application and Agreement shall be as binding as an original and shall include all the credit terms on the reverse side of this document.

DATED: _____ (X) _____
SIGNATURE PRINT NAME TITLE

GUARANTY

In consideration of Southfield's agreement to extend credit to the Company on the agreed terms and conditions stated above, each of the undersigned does hereby jointly and severally unconditionally, personally guarantee to Southfield the full and prompt payment when due of all past, present and future indebtedness, interest, attorney fees, costs and expenses incurred, and all other obligations of the Company to Southfield as set forth in this Application and Agreement. In connection with this guarantee each of the undersigned hereby stipulates and agrees that (A) no action, inaction, or accommodation taken or extended by Southfield with respect to Company shall in any way release such individual of his personal obligations or guarantee hereunder, (B) he or she hereby waives presentment, demand, protest and any notice of dishonor, non-payment or protest under this Agreement and consents without notice to any extensions of time or increase in the amount of credit given, and (C) upon the occurrence of any default by Company under this Agreement, Southfield may proceed directly against the undersigned, jointly or individually, as personal guarantor, without the necessity of the first pursuing any remedies against Company. This is intended to be a continuing guarantee as to all indebtedness incurred after the date of this Application.

DATE	SIGNATURE (No Title)	PRINT NAME	SOCIAL SEC. #	D.O.B.	HOME ADDRESS
_____	(x) _____	_____	_____	_____	_____
_____	(x) _____	_____	_____	_____	_____

PRIVACY STATEMENT

Personally identifiable information and banking information provided to us by credit applicants is securely stored and maintained in confidence. Such information is available internally only to those employees within the organization having a legitimate business reason for access; for example, establishing credit limits and making collections. Credit card information provided to us by our customers is used only to process credit transactions, and is encrypted during transfer over networks. We do not use or share our customers' personally identifiable information, banking information or credit card information for marketing purposes or store information other than for purposes of this agreement. All such information is treated as confidential, and we do not disclose it to third parties except in connection with credit transactions, unless disclosure is required to comply with rules of a credit card issuer, or in response to appropriate governmental or legal requests. We may share our customer credit and payment histories with third parties in compliance with standards of the National Association of Credit Management and similar trade organizations. By your signature on this Application and Agreement you and the Company consent to these terms.

We may make changes to this Privacy Policy from time to time. To view the most current policy, visit www.illinoisbrick.com

Send all inquiries and notices to:

SOUTHFIELD CORPORATION
1300 W LINCOLN HWY
NEW LENOX, IL
815-485-2533
815-485-5160 – FAX
CreditApp@SouthfieldCorporation.com

FOR COMPANY USE ONLY

Account No.: _____	Credit Limit: _____
RC: _____	Branch/Salesperson: _____

SOUTHFIELD CORPORATION



ILLINOIS BRICK COMPANY

CORPORATE OFFICE

8995 W. 95th Street, Palos Hills, IL 60465

Northern Illinois Locations

7542 W. 73rd Street, Bridgeview, IL 60455

2217 S. Loomis Street, Chicago, IL 60608

821 Seegers Road, Des Plaines, IL 60016

409 W. Wise Road, Schaumburg, IL 60193

1768 N. Aurora Road, Naperville, IL 60563

1300 W. Lincoln Highway, New Lenox, IL 60451

Central Illinois Locations

3200 W. Springfield Avenue, Champaign, IL 61822

803 N. McKinley Avenue, Champaign, IL 61821 – BLOCK PLANT

705 E. McKinley Avenue, Decatur, IL 62526

800 S. 9th Street, Springfield, IL 62703



3125 Glenwood-Lansing Road, Lansing, IL 60438



3125 Glenwood-Lansing Road, Lansing, IL 60438



1580 E. Epler Avenue, Indianapolis, IN 46227

430 W. Carmel Drive, Carmel, IN 46032

5518 Shelby Street, Indianapolis, IN 46227

5007 W. 96th Street, Indianapolis, IN 46268



918 Oliver Plow Court, South Bend, IN 46601

1631 Pioneer Trail, Chesterton, IN 46304

2010 Elkhart Road, Goshen, IN 46526



235 James Street, Bensenville, IL 60106