

APPLICATION FOR CREDIT ALLAN MYERS MATERIALS

638 Lancaster Avenue Malvern, PA 19355 Phone (610) 222-3134 / Fax (610) 222-2394

App	licant	Inform	ation

Applicant						Date:
Main Phone		Fax no.		Website www.		
Billing Address						
Street Address (no P.O. Boxes)	-					
A/P Contact		Phone		Email		
Has applicant or affiliates done b	ousiness	with Allan Myers	?			
Products to be purchased		Asphalt	Stone			
Estimated monthly purchases \$	-			Myers Sales Rep		
Sole Proprietor	Corp	oration	LLC	LP		Joint Venture
Date Established		State of Inc.		Fed ID#		
Parent Co (name/City/State)						Phone
Has Applicant ever declared Ban	kruptcy?			State:		Date
Tax Exempt? YES	NO		Tax Exer	npt no:		
Banking/Bonding References				*Mus	t Attach T	ax Exempt Certificate
Bank Name (checking/savings)					Phone	
Checking Acct #	-			Account Mar		
Bank Name (loans/other)						
Loan Account #	-			Account Mar		
Bonding Agent Name						
Surety Company (name/city/stat					- rione	
	•					
Trade References Name	*Minimu	m 3 construction t	rade refs	with high credit gre Phone	ater than	estimated purchases Fax/Email
Ivanie				Filone		Fax/Linaii
						
i	**List be	low Owners or Pai		President and Vice F	resident	
Name				Title		

Name	Title		
Home Addr		S.S.#:	
Name	Title		
Home Addr		S.S.#:	

APPLICATION FOR CREDIT – PAGE TWO TERMS AND CONDITIONS

1. Allan Myers, Inc. and all of its operating subsidiaries, which individually may operate under the name of Allan Myers Materials, and all of their affiliates, successors, assigns, heirs, executors and administrators (hereinafter collectively referred to as "Creditor") have the right to and will rely upon the representations of Applicant in this Credit Application in deciding whether to extend credit or provide any materials and/or labor to Applicant. In doing so, however, the Undersigned understands and agrees that Applicants rights and remedies with respect to any material and/or labor supplied to Applicant by Creditor are limited solely to the individual operating entity of Creditor that actually supplies the material and/or labor to Applicant. Applicant waives any and all claims it may presently have or in the future may have against Creditor other than the individual operating entity of Creditor that actually supplies that actually supplies material and/or labor to Applicant. Should credit availability be granted by Creditor, all decisions with respect to the extension or continuation of credit shall be in the sole discretion of Creditor. Furthermore, the terms contained herein shall remain in full force and effect until all debts owed by Applicant hereunder have been satisfied in full and Applicant has provided written notice to Creditor, via certified mail return receipt requested, to close said account or until Creditor otherwise terminates this agreement at its sole discretion.

2. Payment is due on all accounts Net 30 days. The Undersigned agrees to pay Finance Charges of 1.5% per month on all balances over 30 days. If it becomes necessary for the account to be placed with a third party for collection, Applicant agrees to pay all costs resulting therefrom, including without limitation attorney's fees, court costs and post judgment interest until the debt is paid. All accounts shall be due and payable in Worcester, Montgomery County, Pennsylvania. The laws of the Commonwealth of Pennsylvania shall be applicable to all actions arising under any agreement or transaction between Applicant and Creditor or any other venue Creditor may elect at its sole discretion.

3. The Undersigned agrees that the continued solvency of Applicant is a precondition to any sale made by Creditor. The Undersigned agrees that all funds owed to Applicant from anyone or received by Applicant to the extent those fund result from the labor or materials supplied by Creditor shall be held in trust for the benefit of Creditor. The Undersigned agrees Applicant has no interest in such Trust Funds held by anyone and to promptly account for and pay to Creditor all such Trust Funds and furthermore to irrevocably assigns to Creditor any interest Applicant may have in its Trust Fund accounts receivable.

4. The Undersigned agrees to provide to Creditor reasonable evidence showing that Applicant is and remains solvent. In the event that this application is made by individuals, or at any time the obligations referenced by this application are guaranteed by individuals, the undersigned and any guarantors acknowledge and agree that any credit to be extended by Creditor to Applicant is business debt, and any goods or services sold by Creditor to Applicant on credit shall not be for personal, family or household use. If your application for business credit is denied or there is a denial of a request for an increase in business credit, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please write to Creditor, P.O. Box 98, Worcester, PA 19490 Attn: Credit Manager, within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.

5. The Undersigned agrees that Creditor, at its sole discretion, may apply any payment received from Applicant in any manner against any debt owed to Creditor by Applicant. In the event that from time to time Creditor may owe credits, refunds or other monies to Applicant, such indebtedness may be applied at the sole discretion of Creditor to any of Applicant's open account balances. The Undersigned agrees that all shipments for Applicant to any one project shall be considered part of a specific continuing contract related to a single property.

6. THE UNDERSIGNED AGREES AND UNDERSTANDS THAT ALL SALES BY CREDITOR OF MATERIAL AND/OR LABOR TO APPLICANT EXCLUDE ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR PARTICULAR PURPOSE OR USE. CREDITOR MAKES NO EXPRESS WARRANTY WITH RESPECT TO ANY PRODUCT, MATERIAL OR LABOR SOLD TO APPLICANT. IN NO EVENT SHALL CREDITOR BE LIABLE FOR ANY LOSS OR DAMAGE ARISING DIRECTLY OR INDIRECTLY FROM THE USE OF THE PRODUCTS, MATERIALS AND/OR LABOR SUPPLIED OR FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOSS OF PROFITS. APPLICANT'S REMEDIES UNDER ALL TRANSACTIONS ARE LIMITED TO THE RETURN OF THE GOODS, MATERIAL OR PRODUCT AND REPAYMENT OF THE PRICE, OR TO THE REPAIR OR REPLACEMENT OF NON-CONFORMING GOODS, PARTS, LABOR AND/OR MATERIALS, AT THE SOLE DISCRETION AND ELECTION OF CREDITOR. ALL CLAIMS WITH RESPECT TO MATERIAL AND/OR LABOR SUPPLIED MADE IN WRITING BY APPLICANT TO CREDITOR WITHIN 30 DAYS OF THE SALE, AND, IF NOT, APPLICANT WAIVES ALL SUCH CLAIMS.

7. Credit availability, if approved, is limited to the terms of this agreement. No terms or conditions different from the terms and conditions set forth herein shall become part of any sales agreement, purchase order or other transaction unless specifically approved in writing by Creditor. The undersigned agrees that this agreement shall be incorporated into and shall become a part of any further or additional agreement made in relation to this account.

8. In consideration for Creditor extending credit to Applicant, and/or to any of its subsidiaries, divisions, departments, officers, directors, or affiliates, the undersigned, intending to be legally bound, agrees to and does guarantee and promise unconditionally to pay Creditor all sums due to Creditor by Applicant, its subsidiaries, officers, directors and affiliates, for any and all goods and services sold or provided by Creditor to Applicant, it's subsidiaries, officers, directors and affiliates.

The undersigned, intending to be legally bound hereby, certify that the information given in this application is true and correct and complete to the best of my/our knowledge, information and belief. Permission is hereby granted by Applicant for Creditor to utilize outside credit reporting services to obtain information on the undersigned, investigate all statements contained herein and further authorize any of our creditors to release any and all information regarding our financial status.

Note: Owner/Officer signature is required for processing

PRINCIPAL SIGNATURE	<u>x</u>	Title:	
Printed Name:		Date:	
PRINCIPAL SIGNATURE	x	Title:	
Printed Name:		Date:	

The undersigned hereby consent(s) to Creditor's use of a non-business consumer credit report on Applicant and the undersigned in order to further evaluate the credit worthiness of Applicant and the undersigned as principal(s), proprietor(s), and/or guarantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorize(s) Creditor to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned as an individual(s) hereby knowingly consent to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. @1681 et seq.

Print Name	 Signature	X
Print Name	 Signature	x

DO NOT WRITE BELOW THIS LINE - COMPANY USE ONLY

Approved	Denied	Limit:	Date:	
1st Approver:		2r	nd Approver:	

APPLICATION FOR CREDIT – PAGE THREE

PERSONAL GUARANTY AND SURETY AGREEMENT

(Applicant) to creditor. The parties hereto agree that,

For good and valuable consideration, the receipt and sufficiency of which the undersigned hereby acknowledges, and as a material inducement to Creditor to extend credit to Applicant under any Credit Agreement and/or any other written or oral Contract between Creditor and Applicant, the undersigned unconditionally and irrevocably personally guarantees and promises to perform all obligations of the Applicant to Creditor under said Credit Agreement and/or Contract, including without limitation all payment and performance obligations arising at any time under said Credit Agreement and/or Contract and/or Contract and/or under any order placed by Applicant or any change order, renewal, extension, amendment, assignment, sublease, transfer, or other modification of said agreements (hereinafter referred to as "Obligations"). Furthermore, Guarantor agrees that if any Obligation is not paid by the Applicant punctually when due, Guarantor shall, upon Creditor's demand, immediately pay such Obligation or cause the same to be paid.

If Creditor takes any action to enforce or compel compliance with the terms of this Guaranty or any other Obligation, the Guarantor shall be obligated to pay all costs incurred by Creditor and attorney's fees in the amount of thirty three percent (33%) of the balance due in addition to any other rights or remedies which Creditor may have. Any lawsuit concerning any dispute arising under or relating to this Agreement or to the shall be initiated and litigated in a State court located within a County elected by Creditor at its sole discretion which courts shall have exclusive jurisdiction over any such proceedings. The undersigned agrees to submit to the personal jurisdiction of such courts as solely elected by Creditor and waives any objection to personal jurisdiction in such courts for the purposes of such proceedings.

Applicant and Guarantor agree that this Guaranty is provided not in payment of, but as additional security for and/or evidence of obligations due to the Creditor under any Credit Agreement or Contract between Creditor and Applicant currently in existence or which may exist in the future and that this Guaranty is not accepted in lieu of Creditor's mechanic's lien, payment bond or other legal rights. This Guaranty shall remain in full force and effect with respect to all amounts due under the account of Applicant regardless of any change in the legal structure of Applicant.

The undersigned certifies that all services and products to be purchased from Creditor are being used for commercial purposes and not for family, household or personal uses. The undersigned waives any notice of non-payment, non-performance, or proof of notice or demand and any other defense which may otherwise be available under the principles of guarantee or surety law which would operate to impair or diminish the liability under this Guaranty. The terms of this Agreement are severable and therefore if any term is determined to be invalid, the balance of the Agreement shall remain in force. This Agreement is not assignable by Guarantor without Creditor's written consent. This Agreement contains the entire agreement of the parties and may not be modified or amended except by written agreement signed by the party against whom such modification or amendment is to be enforced.

The undersigned agree that that their liability hereunder is joint and several, with each other and with the Applicant. All obligations and liabilities of Guarantor pursuant to this Agreement shall be binding upon their heirs, personal representatives, and assigns. The undersigned have waived the right to apply for individual credit and hereby waive any rights they may have under the Equal Credit Opportunity Act to void this Guaranty. The undersigned understands that Creditor may obtain consumer credit reports and other credit information on the undersigned from time to time.

IN WITNESS WHEREOF	, we have signed and	sealed this Guaranty this	s day of	, 20)
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GUARANTORS:	
By:	By:
Printed Name:	Spouse's Printed Name:
Social Security #:	Social Security #:
Address:	Address:
City, State, Zip:	City, State, Zip: