

Devault Partners, LP

Application for Credit

638 Lancaster Ave, Malvern PA 19355

Phone (610) 960-3152

Michael.Sau@allanmyers.com

Applicant: _____ Date: _____

Main Phone: _____ Main Fax: _____ Website: _____

Billing Address: _____

Physical Street Address (No PO Boxes): _____

Accts Payable Contact: _____ Phone: _____ AP Email: _____

Estimated Monthly Purchases \$: _____ Devault Salesperson: _____

Business Structure

Corporation Partner Limited Liability Company Sole Proprietor

Date Entity Established: _____ State of Inc: _____ Fed I.D.# _____

Subsidiary of: _____ Phone: _____
(Name of Parent Co) (City/State)

Have you ever declared Bankruptcy? Yes No State: _____ Date: _____

Are you tax exempt? Yes No Tax Exempt Number: _____ *Must Attach Tax Exempt Certificate

Bonding Company: _____
(Name and Address)

Contact: _____ Telephone: _____

Financial History

Bank: _____ Phone: _____
(Name/Address)

Checking Acct# _____ Account Contact: _____

Bank: _____ Phone: _____
(Name/Address)

Checking Acct# _____ Account Contact: _____

Trade References

**Must List at least 4 Trades with high credit Greater than Estimated Monthly Purchases

(Name) (Phone) (Fax)

(Name) (Phone) (Fax)

(Name) (Phone) (Fax)

(Name) (Phone) (Fax)

Principle Information

Name: _____ S.S.# _____

Home Addr: _____ Home Phone: _____

Name: _____ S.S.# _____

**APPLICATION FOR CREDIT – PAGE TWO
TERMS AND CONDITIONS**

1. Devault Partners, LP and all of its operating subsidiaries, 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 to Applicant. In doing so, however, the Undersigned understands and agrees that Applicant's rights and remedies with respect to the Creditor are limited solely to the individual operating entity of Creditor that actually supplies credit 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 credit 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, in its sole discretion, otherwise terminates its agreement to provide credit.

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 funds result from credit 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 assign 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 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 or as otherwise required by law.

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 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 MATERIAL, LABOR AND/OR SERVICE. IN NO EVENT SHALL CREDITOR BE LIABLE FOR ANY LOSS OR DAMAGE ARISING DIRECTLY OR INDIRECTLY FROM THE USE OF THE DEVAULT RECLAMATION FILL FACILITY OR FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOSS OF PROFITS. ALL CLAIMS WITH RESPECT TO MATERIAL, LABOR AND/OR SERVICES PROVIDED MUST BE 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 application. 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 application shall be incorporated into and shall become a part of any further or additional agreement made in relation to this account.

8. In executing this application, Applicant certifies that the materials to be deposited at the Devault Reclamation Fill Facility meet all requirements set forth in the Reclamation Fill Source – Devault Reclamation Facility Acceptance Information Agreement executed by or on behalf of Applicant and/or its subsidiaries, divisions, departments, officers, directors or affiliates in connection with such materials (the "Facility Agreement").

9. Applicant further acknowledges that if the materials do not comply with the requirements of the Facility Agreement, Applicant shall be responsible for removing those materials from the Devault Reclamation Fill Facility and shall be liable for all damages, penalties, fines, costs and expenses (including without limitation, attorney's fees) of any kind or nature incurred by Creditor, its contractors and/or the Devault Reclamation Fill Facility arising out of, related to or in connection with the removal and disposal of such materials and any other materials affected thereby.

10. 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, its 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.

PLEASE NOTE: APPLICATION REQUIRES OWNER OR OFFICE SIGNATURE FOR PROCESSING

PRINCIPAL SIGNATURE _____ Title _____

Print Name _____ Date _____

PRINCIPAL SIGNATURE _____ Title _____

Print 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.

Name _____ Signature X _____

Name _____ Signature X _____

DO NOT WRITE BELOW THIS LINE- COMPANY USE ONLY

Approved _____ Denied _____ Credit Limit: _____ Approved by: _____ Date: _____