

## <u>APPLICATION FOR CREDIT</u>

<u>Please check off the specific Benevento company to which you are applying for credit.</u> <u>All payments must be made to the specific company named on the invoice.</u>

|                        | Benevento Sand & Stone, PO Box 454, Wilmington MA 01887   |
|------------------------|---|
|                        | Benevento Asphalt Corp, PO Box 695, Wilmington, MA 01887  |
|                        | Benevento Concrete Corp, PO Box 459, Wilmington, MA 01887   |
|                        | Benevento Bituminous Products, LLC, PO Box 692, Wilmington, MA 01887  |
|                        | On-Spec Sand & Gravel, LLC, PO Box 453, Wilmington, MA 01887  |
|                        | Benevento Aggregates LLC, PO Box 453, Wilmington, MA 01887  |
| E <b>ma</b> i<br>978-6 | SE <b>COMPLETE</b> THESE FORMS ENTIRELY: I to: <b>ddiamond@beneventocompanies.com</b> or <b>Fax</b> to: 58-9580 Our Credit Manager can be reached by telephone at |

**REMINDER: WHEN DOING BUSINESS WITH MORE THAN ONE** 

COMPANY, PAYMENTS MUST BE MADE TO EACH SPECIFIC COMPANY NAMED ON THE INVOICES

Thank you, we value your business!

| BENEVENTO SALES REP:         |  |
|------------------------------|--|
|                              |  |
|                              |  |
|                              |  |
|                              | FAX:                                   |
| HOME ADDRESS:                |  |
|                              |  |
|                              | MOBILE PHONE #:                        |
| EMAIL ADDRESS:               |  |
| PERMISSION TO EMAIL INVOI    | ICES: YES NO                           |
| ACCOUNTS RECIEVABLE EMAIL:   |  |
|                              |  |
| A/P CONTACT (Name / Phone #  | / email / fax):                        |
| NAMES OF PRINCIPALS - (PRESI | DENT / OWNER) :                        |
| BANK NAME / ADDRESS:         |  |
| BANK CONTACT / PHONE #:      |  |
| BANK ACCOUNT #:              |  |
|                              |  |
| PLEASE SUPPLY THREE CREDIT I | REFERENCES (ALL INFO MUST BE PROVIDED) |
| 1) COMPANY NAME:             |  |
| ADDRESS:                     |  |
| CITY / STATE / ZIP:          |  |
| BUSINESS PHONE #:            | FAX:                                   |
| 2) COMPANY NAME:             |  |
| ADDRESS:                     |  |
| CITY / STATE / ZIP:          |  |
| BUSINESS PHONE #:            | FAX:                                   |
| 3) COMPANY NAME:             |  |
| ADDRESS:                     |  |
| CITY / STATE / ZIP:          |  |
| BUSINESS PHONE #:            | FAX:                                   |

## TERMS AND CONDITIONS

Applicant, in consideration of any extension of credit heretofore or hereafter grant by the Company, warrants that all information be true, complete and accurate and hereby agree to the following Terms and Conditions:

- 1. Applicant authorizes the Company to make inquiry and to gather additional credit information from any source and hereby authorizes such source or sources to answer such inquiry with true, accurate and complete information about the Applicant.
  - 2. Payment is due within thirty (30) days from date of invoice.
- 3. Any amount unpaid after thirty (30) days is delinquent and Applicant agrees to pay a finance charge of the lesser of 18% per annum (1.5% per month) or the highest rate permitted by applicable law on any amounts unpaid after thirty (30) days.
- 4. Applicant authorizes the Company who at any time are indebted to the applicant to deduct such indebtedness from sums at time owing by Applicant to that Company.
- 5. Any extension of credit is and shall be at the sole discretion of the Company. The Company is not obligated to extend any further credit beyond the extension of credit upon approval of this credit application.
- 6. Applicant agrees to notify the Company in writing of any change in ownership of Applicant and of the occurrence of any event that has had or may have a material and adverse effect on the Applicant, its business or prospects.
- 7. Applicant agrees to pay all costs of collection incurred by the Companies including reasonable attorney's fees whether or not is brought.
- 8. In consideration of any extension of credit to the above Applicant by the Company, I / we hereby jointly and if more than one, personally guarantee(s) prompt payment when due of any and all debts, liabilities and obligations heretofore, hereafter incurred to any of the Companies by the above Applicant; hereby waiving all suretyship defenses and agree(s) to: pay all costs and expenses, including reasonable attorney's fees in enforcing this Guaranty.

| I hereby authorize the Benevento Companies to verify all the information above and contact      |
|---|
| credit references provided herein. I understand that all information thus obtained will be held |
| in strict confidence. I agree to the Terms and Conditions set forth and that this Credit        |
| Application is comprised of all four pages, including the Individual Personal Guaranty.         |

| DATE: | SIGNED: |  |
|-------|---------|--|

## **INDIVIDUAL PERSONAL GUARANTY**

TO:

Benevento Sand and Stone Corporation, Benevento

| Asphalt Corporation, Benevento Concrete Corporation of Wilmington, Massachusetts  |
|---|
| -and-   |
| Benevento Bituminous Corporation of Kingston, On-Spec Sand & Gravel, LLC, Benevento Aggregates LLC of New Hampshire   |
| DATE:   |
| l <sub>r</sub>  |
| residing at   |
| for and in consideration of your existing credit at my request to   |
| (Name of Company)   |
| (hereinafter referred to as the "Company"), of which I am   |
| cersonally guarantee to you the payment at WILMINGTON, in the Commonwealth of Massachusetts of any obligation of the Company and I hereby agree to bind myself to pay you on demand any sum which may become due to you by the Company whenever the Company shall fail to pay the same. It is understood that this guaranty shall be a continuing and irrevocable guaranty and indemnity for such indebtedness of the Company. I do hereby waive notice of default, non-payment and notice thereof and consent to any modification or renewal of the credit agreement hereby guaranteed. Guarantor agrees to pay all costs of collection incurred by the Company including reasonable attorney's fees whether brought or not. |
| SIGNATURE:  |
| WITNESS: PRINT NAME:  |
| ADDRESS / TELEPHONE #:  |