

CREDIT APPLICATION TRAP ROCK INDUSTRIES LLC

PRODUCERS & SUPPLIERS OF
NEW JERSEY, NEW YORK STATE AND NEW YORK
CITY APPROVED QUALITY AGGREGATES & HOT
MIX ASPHALT



STONE QUARRIES:

Kingston
Pennington
Moores Station
Lambertville

HOT MIX ASPHALT FACILITIES:

Kingston	Florence
Pennington	Columbus
Lambertville	Mt. Holly
Edison	South River
Keasbey	

CLASS B RECYCLING CENTERS:

(Asphalt, Concrete, Brick, Block)

Kingston
Mt Holly
Keasbey

**CREDIT/SALES AGREEMENT
TRAP ROCK INDUSTRIES, LLC
PO BOX 419, KINGSTON, NJ 08528
PHONE (609)924-0300 FAX (609)252-8817**

NAME OF APPLICANT: _____

TRADING AS:
(IF DIFFERENT FROM ABOVE) _____

BILLING ADDRESS _____

PHYSICAL ADDRESS _____

PHONE NUMBER _____ FAX _____

CELL PHONE NUMBER _____

ADDRESS OF EQUIPMENT YARD _____

BUSINESS STRUCTURE: Indiv. _____ Prtshp. _____ Corp. _____ LLC. _____ Yrs. in Bus. _____ Yr. Inc. _____

STATE INC: _____

TYPE OF BUSINESS: G.C. _____ Excav. _____ Paving _____ Utility _____ Home Bldr. _____

Comm. Dev. _____ Material Sply. _____ Mfg. _____ Trucking _____ Other _____
FED ID No. _____ SOCIAL SECURITY No. _____

PREVIOUS CREDIT WITH US? _____ No _____ Yes/When? _____ Under what Name _____

PRINCIPAL'S NAME(S)	Home Address	Home Phone
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

AFFILIATED COMPANIES OF PRINCIPAL		
Name	Address	Phone
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

SUPPLIER REFERENCES			
Name	Address	Phone	Fax #
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____

EMAIL ADDRESS TO SEND INVOICES _____

Accounts Payable Contact: _____

BANK REFERENCES

Name & Account Number

Address

Phone

1. _____
2. _____

BONDING COMPANY

Name

Address

Phone

BONDING AGENT

Name

Address

Phone

PLEASE INCLUDE A COPY OF YOUR CURRENT FINANCIAL STATEMENT

PERSONAL GUARANTY

In consideration of Trap Rock Industries, LLC ("Trap Rock") agreeing to sell material to (applicant) _____ whose address is _____

on a book account, I/We hereby PERSONALLY GUARANTEE to Trap Rock the payment of such sums of money as may at any time hereafter become due to Trap Rock for material sold pursuant to its respective book accounts. Trap Rock is at liberty at any time to extend credit for material as it deems proper, for which sums this shall be a continuing personal guaranty. I/We waive communication and notice of acceptance hereof. I/We understand that this personal guaranty includes all costs of collection including, but not limited to, attorneys' fees and costs incurred in connection with Trap Rock's collection efforts whether or not suit and/or arbitration is filed, as well as all charges for interest and service charges as set forth in the credit application of the applicant.

No failure on the part of Trap Rock to exercise any right or remedy hereunder with respect to the guarantor(s), whether before or after the happening of a default of the guarantor(s), shall constitute a waiver of any future default or of any other default of the guarantor(s). No failure to accelerate the debt of guarantor(s) evidenced hereby by reason of a default of the guarantor(s) or indulgence granted from time to time shall be construed to be a waiver of the right to insist upon prompt payment thereafter; or shall be deemed to be a novation of this guaranty or a reinstatement of such debt evidenced hereby or a waiver of such right of acceleration or any other right, or to be construed so as to preclude the exercise of any right Trap Rock may have, whether by the laws of the state governing this guaranty, by agreement or otherwise; and the guarantor(s) hereby expressly waives the benefit of any statute, rule of law or equity that would produce a result contrary to or in conflict with the foregoing.

I/We understand that I/We may revoke this personal guaranty by notifying Trap Rock in writing by certified mail return receipt requested. The revocation will become effective five (5) days after receipt of same by Trap Rock. I/We further understand that I/We are liable to pay on this personal guaranty for all material delivered by Trap Rock prior to the effective date of revocation.

Type/Print Name	SS#	Signature	Date
Type/Print Name	SS#	Signature	Date
Type/Print Name	SS#	Signature	Date

WAIVER TO BE COMPLETED IF APPLICANT IS A PARTNERSHIP AND EXECUTED BY ALL PARTNERS:

I, being a partner in _____, do hereby waive the
(Name of Partnership)

right under all applicable laws to have Trap Rock Industries, LLC ("Trap Rock") proceed first against partnership assets before attempting to satisfy any judgment Trap Rock may obtain against the partnership for goods and/or services provided pursuant to the attached credit application. By signing this document I understand and acknowledge that Trap Rock may satisfy partnership debts out of my assets, or partnership assets, or both in such order and amounts as Trap Rock in its sole discretion shall deem appropriate.

Type/Print Name of Partner	Signature	Date
Type/Print Name of Partner	Signature	Date
Type/Print Name of Partner	Signature	Date

IF APPLICANT IS A LIMITED LIABILITY COMPANY, ATTACH A COPY OF MEMBERSHIP AGREEMENT.

ESTIMATE OF CREDIT AMOUNT REQUIRED

PROJECT NAME & LOCATION: _____

General Contractor: _____

Stone Quantity: _____ Tons Hot Mix Quantity: _____ Tons

PROJECT NAME & LOCATION: _____

General Contractor: _____

Stone Quantity: _____ Tons Hot Mix Quantity: _____ Tons

Credit Line Requested _____

If tax exempt, please include proper certificate with application.

TO BE SIGNED BY PRINCIPAL OF APPLICANT AND PERSONAL GUARANTOR(S)

Neither Applicant, any Principal nor any Guarantor(s) have declared bankruptcy, defaulted on a loan, had a property foreclosed upon or been involved in any criminal proceedings and neither Applicant, any Principal nor any Guarantor(s) have any litigation threatened or pending against it or them or have any outstanding judgments.

I hereby certify that the information provided is true and correct and complete in all regards and that I am authorized by Applicant to make this application. I and Applicant further certify that in the event that any of said information changes or is modified or altered in any manner, Applicant shall notify Trap Rock Industries, LLC ("Trap Rock") promptly of same.

Applicant hereby authorizes Trap Rock and its agents to obtain credit information at any time concerning Applicant from any agencies or services requiring such authorization or consent.

Terms of sale of all material is 30 days from date of invoice. Applicant and Guarantor(s) acknowledge that at the sole option of Trap Rock, all claims, disputes and matters in question arising out of or relating to the sale of material to Applicant and this agreement or breach thereof, shall be decided in binding arbitration in accordance with the Construction Industry Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise. If Trap Rock elects to resolve a dispute through arbitration, **the Applicant and Guarantor(s) consent to this method of adjudication and waive their right to a trial by jury with respect to the dispute and waive access to the courts to resolve any contractual, statutory or common law right, claim and/or defense** except to confirm an arbitration award with respect to any arbitration conducted pursuant to this provision.

Applicant and Guarantor(s) further acknowledge the credit terms of Trap Rock and agree to pay Applicant's account in complete accordance with same. Applicant's credit terms are as follows:

Terms of sale of all material is 30 days from date of invoice.

Service charges in the amount of 2% per month (24% per annum) for corporations, and 1 1/3% per month (16% per annum) for partnerships, limited liability companies, and individuals will be added to balances remaining unpaid after 30 days. These charges are in compliance with applicable law and will be set forth on applicant's monthly statement. Accounts overdue after 60 days will be placed on a C.O.D. basis. Payments received on account will be applied to the oldest balance. Applicant and Guarantor(s) agree to pay attorney's fees in the amount of 20% of the outstanding balance (including accrued interest) in the event legal collection proceedings are instituted to collect the debt. Applicant and Guarantor(s) further acknowledge that

these credit terms apply to any existing line of credit extended by Trap Rock and now in effect.

Neither Applicant nor Guarantor(s) may transfer this application to any other party without Trap Rock's consent, which may be withheld in Trap Rock's sole discretion.

The term of this agreement is valid for three (3) years from date account opened.

Signature of Principal: _____ Date: _____

Type/Print Name & Position: _____

Witness: _____ Date: _____

Signature of Guarantor: _____ SS# _____ Date: _____

Type/Print Name & Position: _____

Witness: _____ Date: _____

Information Regarding Guarantor(s):

First Name Middle Name/Initial Last Name % Ownership of Applicant

Home Address City County State Zip Code

Phone No. Fax No. E-Mail Address

Social Security Number Birth Date Employed By Position Held Yrs of Service

Annual Income Net Worth

Signature Date

Material Delivery Authorized Signature Waiver

The New Jersey Construction Lien Law requires us to have an authorized representative on site, which is not always practical or feasible. We hereby waive the requirement of having an authorized person present when deliveries are made.

We understand that any discrepancies in a delivery must be communicated in writing or by fax, to the above supplier within twenty-four hours following the receipt of the delivery. If no such communication results, it will be understood that:

- The delivery was accepted as is
- The delivery ticket serves as our contract
- We are obligated to pay for the material in accordance with our credit agreement.

It is understood and agreed that if Trap Rock Industries, LLC extends credit and/or delivers merchandise to the undersigned, and the account becomes delinquent and is given to an attorney for collection, the undersigned (irrespective of any and all invoice terms accompanying said delivery or deliveries) agrees to pay the account debt plus all costs of collection including reasonable attorney's fees, and interest on any delinquent balance at the rate of two percent (2%) per month for corporations and one and a third percent (1⅓%) per month for partnerships, limited liability companies and individuals (provided this rate does not exceed the amount permitted by law) commencing with the date of default.

Date: _____

FIRM OR CORPORATION

SIGNATURE – TITLE

Bank Release Form

Please fill in and sign the statement below, which will be sent or faxed to your bank. Your permission is required to access account information. This will speed up the processing of your Credit Application.

I*, _____, give** _____
permission to release account information to Trap Rock Industries, LLC for the purpose of
obtaining credit.

Thank you.

Signature and Date

Title

Account Number

*(Company Officer Name)

** (Name of Bank)