

P.O. Box 189
Watervliet, NY 12189

The Clemente Group Companies
Mutual Credit Application Agreement

518-273-5800 Phone
273-6134 Fax

BONDED CONCRETE Co. INC. **21ST CENTURY CONCRETE** **CENTURY ACQUISITIONS, INC.** **CLEMENTE MATERIALS COMPANIES**

Date _____ Applicant Legal Name _____

Telephone () _____ - _____ E-mail _____

Street Address _____ City _____

State _____ Zip _____

Billing Address _____ City _____

State _____ Zip _____

Parent Company _____ City _____

State _____ Zip _____

State Contracting License Number _____

Type of Business _____ Estimated Annual Sales _____

Number of Employees _____

Annual line of credit requested _____ Purchase orders required YES or NO

Business property Leased _____ Owned _____ If owned by whom _____

If leased by whom _____

Is your Residence Owned _____ Rented _____ How long at this Address _____

Have you ever filed for bankruptcy protection _____ When _____ What Chapter _____

Other Employment _____ Where _____

Business is Corporation _____ Partnership _____ Sole Proprietorship _____ Limited Liability _____

For Partnership or Proprietorship list full name, address, and social security below.

Name _____

Address _____ City _____ Zip _____

SS# _____ Driver license # _____

Name _____

Address _____ City _____ Zip _____

SS# _____ Driver license # _____

For Corporation — Federal Tax ID# _____ State Incorporated _____ Corporate ID# _____

An authorized officer of corporation _____

Current Trade References

Name _____ Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Name _____ Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Name _____ Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Name _____ Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

CREDIT APPLICATION, CREDIT AGREEMENT AND GUARANTEE

CREDIT POLICY: As used herein the term "Creditor" shall refer to and be interpreted as meaning Bonded Concrete, Inc., 21st Century Concrete, Inc., Century Aquisitions, Inc., Clemente Materials Companies. As used herein "Customer" shall refer to the customer named in the Credit Application and signing below.

Terms: The outstanding account balance must be paid within thirty days of billing. The Customer agrees that the account statements issued by Creditor are truthful and accurate unless the Customer shall make a complaint to Creditor, in writing within 30 days after Creditor's invoices are issued. A finance charge of 1.5% per month (18% per year) will be charged on all past due balances. No additional credit will be extended to accounts with any balances outstanding for 60 days or more. Should it become necessary for Creditor to commence an action against Customer due to failure to make payments in accordance with this Agreement, the Customer shall be liable to the Creditor for the outstanding account balance, for the aforesaid interest, plus all costs of collection including, but not limited to, court costs, collection agency charges, reasonable attorneys' fees, and costs of service of process and any other such charges incurred in the efforts of Creditor to collect said amounts. Customer consents to and submits to the jurisdiction of the courts of the State of New York, with Albany County or Rensselaer County venue, at the election of the Creditor. All matters arising under this Agreement, including the construction thereof, shall be governed by the laws of the Creditor. All matters arising under this Agreement, including the construction thereof, shall be governed by the laws of New York State. In addition to the foregoing account balance and other costs, it is agreed that Creditor shall be entitled to be reimbursed in the amount of \$200.00 per mechanic's lien filed by it for the materials supplied to the Customer. Creditor shall receive an unlimited continuing individual guaranty, executed by the principal of Customer, in favor of Lender (the "Guaranty").

I HEREBY GRANT PERMISSION FOR YOU TO VERIFY INFORMATION PROVIDED WITH THE REFERENCES IDENTIFIED. I PROMISE TO ABIDE BY THE CREDIT POLICY LISTED ABOVE AND ACCEPT THE TERMS AND CONDITIONS HEREOF.

DATE: _____ **Customer Name:** _____

By: _____ **TITLE:** _____

UNLIMITED CONTINUING PERSONAL GUARANTY ("Guaranty")

As used herein the term "Creditor" shall refer to and be interpreted as meaning Bonded Concrete, Inc., 21st Century Concrete, Inc., Century Aquisitions, Inc., Clemente Materials Companies. As used herein "Customer" shall refer to the customer named in the Credit Application Agreement. The undersigned, whose name & address is set forth below, in consideration for the extension of credit to the customer named herein ("Customer") does hereby covenant and agree to abide by the terms of this Guaranty (the "Guaranty"). Guarantor does hereby guarantee the full, faithful and timely payment and performance by the Customer of all payment obligations relating to materials delivered by Creditor to the Customer. If the Customer shall default at any time in the payment of any sums, costs or charges whatsoever due and owing to Creditor or in the performance of any of the other covenants or obligations of the Customer then Guarantor shall pay to the creditor any and all sums due and owing from the Customer to the Creditor. This Guaranty shall remain and continue in full force and effect and shall not be discharged in whole or in part notwithstanding (whether prior or subsequent to the execution hereof) any alteration, renewal, extension, modification, amendment or assignment of the Credit Agreement. Guarantor's obligations hereunder shall remain fully binding even if Creditor shall have waived one or more defaults, extended the time of performance by the Customer, released, returned or misapplied payments at any time and/or release the Customer from the performance of its obligations. This Guaranty shall remain in full force and effect notwithstanding the institution by or against the Customer, of bankruptcy, reorganization, readjustment, receivership or insolvency proceedings of any nature, or the disaffirmance or rejection of the Customer's Agreements in any such proceedings or otherwise. If this Guaranty is signed by more than one party, their obligations shall be joint and several. This Guaranty shall be applicable to and binding upon the heirs, executors, administrators, representatives, successors and assigns of Customer, Creditor and Guarantors. Creditor may, without notice, assign this Guaranty in whole or in part. Each Guarantor agrees that his obligation under this agreement is not waived or impaired by any extensions of credit or, modification of terms or forbearance extended by Creditor to the Customer and further agrees that he/she waives all demands for payment, notice of non-payment, protest, and dishonor. in the event that Creditor should institute any suit against Guarantors to enforce any of the covenants of conditions of this Guaranty or to enforce any right of Creditor hereunder, or should either party institute a suit against the other to enforce or protect its interest or rights hereunder, the prevailing party in any such suit shall be entitled to the reasonable fees of its attorney(s) to be determined by the court and taxed as part of the costs therein. The execution of this Guaranty before or after execution of the Credit Agreement or any other agreement between them shall not invalidate this Guaranty or lessen the obligations of Guarantor hereunder. In the event this guarantee is referred to an attorney for enforcement or for protection of Creditor's rights, the undersigned agrees to pay to Creditor the outstanding balance and all accrued and accruing interest, reasonable attorney fees, court costs and disbursements, whether or not litigation occurs and without the necessity of judicial determination. This is a continuing guarantee of payment and shall remain in effect until revoked in writing and either personally delivered to Creditor, or sent by certified mail, return receipt requested, to Creditor at P.O. Box 189, Watervliet, NY 12189. The Guarantor agrees that any revocation of this personal guarantee will only be valid with respect to debt incurred after notice of the revocation is received by Creditor except for such debt as may arise out of a contract in existence at the time said notice of revocation is given, which debt shall remain the responsibility of Guarantor. This agreement is made in New York State and will be governed by the laws of New York State. The parties to this agreement hereby consent to the jurisdiction of the courts of the State of New York, with venue in either Albany or Rensselaer County, at the Creditor's election.

INTENDING TO BE BOUND, the undersigned has/have executed this Guaranty.

Guarantor's Name (Type or Print) _____ Witness' Name (Type or Print) _____

Guarantor's Signature _____ Date _____

Witness Signature _____ Date _____

Guarantor's Name (Type or Print) _____ Witness' Name (Type or Print) _____