



2124 PRIEST BRIDGE DRIVE, SUITE 18
CROFTON, MD 21114

---affiliates---

PATUXENT MATERIALS, INC
PATUXENT ROLL-OFF, LLC

Office: (410) 793-0181

Email:

tcloud@paxcos.com,

bkean@paxcos.com

CREDIT APPLICATION

Attached please find an application for credit. Please complete this application in full and return via fax to the Credit Manager for processing. Application must be signed by owner/partners.

PLEASE COMPLETE THE ENTIRE APPLICATION INCLUDING:

- **Trade Reference phone and email**
- **Bank phone and fax numbers**
- **Information on the owner(s)/partners/principals of the company**
- **Return all pages**

Once the application is complete—please fax to the attention of the Credit Manager at 410-793-0319

*****The original application must be signed and sent to the Credit Manager.*****

If there are any questions, please feel free to contact me at any of the above listed numbers.

Thank you



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--Affiliates--
Patuxent Materials, Inc
Patuxent Roll-Off, LLC

Phone Number: 410-793-0181
Toll Free: 800-628-4942
Email: bkean@paxcos.com

CREDIT AGREEMENT

All information must be completed for agreement to be processed.

Customer Name (Legal Name) _____

____ Corporation ____ Partnership ____ Sole Proprietorship ____ Limited Liability Company ____ State of Origin

Street Address _____ P.O. Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____ E-Mail _____

Billing Address (if different than above)

Street Address _____

City _____ State _____ Zip _____

Type of Business _____ Years in Business _____

Name / Address of Predecessor
Business _____

Person to contact regarding invoices _____ Phone _____ Email _____

Parent Company _____

Street Address _____ P O Box _____

City _____ State _____ Zip _____ Phone _____

Sales Tax Exempt # _____ Federal Tax ID # _____

(Copy of certificate must be attached to agreement)

Have any of the companies or individuals listed above ever been a debtor in a bankruptcy proceeding? _____.

Has any judgment ever been entered against any of the companies or individuals listed above? _____.

Are there any legal actions or arbitration's pending against any of the companies or individuals listed above? _____.

Information on Principals

For proprietorship or partnership: List all owners / and or Partners
For Corporation or LLC: List all officers, Directors, Members and Majority stockholders

Name Home Address City, State, Zip Social Security # Position



Trade References:

Name _____ Phone # _____ Email _____

Address _____

Account -Number (s) _____

Name _____ Phone # _____ Email _____

Address _____

Account Number(s) _____

Name _____ Phone # _____ Email _____

Address _____

Account Number (s) _____

Terms and Conditions

I / We (the Customer) certify that this information is correct, complete and that we are solvent and able to pay for materials ordered. I / We further understand that Seller will rely on this information for the extension of credit. Customer authorizes and releases Seller to obtain credit reports on customer or any individuals listed above or to obtain credit and funding information from other persons on entities listed above. I / We agree to provide our most recent financial statements to Seller upon request.

Customer agrees to pay service charges of 1.5% interest per month on any invoice amount past due until paid., both before and after judgment and further agrees to pay all costs incurred in collection of past due amounts and attorney's fees, in the amount of 1/3 the total balance due from customer, whether suit is filed or not. Customer expressly agrees to submit to personal jurisdiction in Maryland and agrees that the forum for any litigation pursuant to this Agreement or any other contract between Seller and Customer, whether suit is brought by Seller or Customer, shall be Anne Arundel County, Maryland. This agreement shall be governed and construed in accordance with the laws of Maryland.

Customer agrees that all shipments to any one project shall be considered part of a specific continuing contract related to a single property. All waivers executed by Seller shall be effective only to the total dollar amount of payments actually received. Customer agrees that Seller retains its mechanic's lien, payment bond or similar security rights for unpaid deliveries under any circumstance's, regardless of what other documents have been presented to Seller for signature which may imply otherwise. Customer further agrees that Seller has the right to determine, in its sole discretion, how to apply payments and which invoices to pay with all payments received on this account, despite any advise to the contrary. Seller may change credit limits or other credit terms at any time, in its sole discretion.

Seller may stop the supply of any materials when it, in its sole discretion, determines that Customer is in breach of the Agreement or any other contract with Seller, or Seller has insecurity with respect to Customer's creditworthiness, until payment is made and any dispute or insecurity has been resolved. Customer further agrees that Seller shall not, in any event, be responsible for any damage due to delay in supply of any materials.

Applicant(s)

Printed Name: _____

Printed Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

CREDIT APPLICATION NOT ACCEPTED WITHOUT APPROVAL OF SELLER'S CREDIT DEPARTMENT

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age: because all or past of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580



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PERSONAL GUARANTY

In consideration for, and as an inducement to **Patuxent Companies, and/or its affiliates** (hereinafter "Seller") to extend credit to _____ (hereinafter "debtor"), the undersigned hereby guarantees, jointly and severally with each other and the debtor, the full performance and observance of all terms, covenants, conditions, and agreements of the debtor in any credit agreement or any other contract with seller. The undersigned waives any notice of non-payment 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 and further agrees that seller may proceed against the undersigned separately or jointly before, after or simultaneously with proceeding against debtor.

This guaranty is unconditional and shall remain in full force and effect with respect to all materials supplied under the account of debtor before or until seller has received written notice closing debtor's account or terminating this guaranty, mailed u.s. certified, return receipt requested, no matter what person or entity ordered materials supplied on debtor's account and regardless of any change in the legal structure of debtor or the existence of entities or individuals legally distinct from debtor using or benefiting from the materials supplied.

If seller takes any action to enforce or compel compliance with the terms of this guaranty or any other contract with seller, the guarantor shall be obligated to pay all costs incurred by seller in collection of past due amounts, and attorney's fees in the amount of 1/3 of the balance due, whether suit is filed or not. Guarantors expressly agree to submit to personal jurisdiction in Maryland and agree that the forum for any litigation pursuant to this guaranty or any other contract between seller and debtor shall be Anne Arundel County, Maryland, whether suit is brought by seller, debtor or guarantor. This guaranty shall be governed by and construed in accordance with the laws of Maryland.

The undersigned agrees that their liability hereunder is joint and several, with each other and with the debtor, should debtor default in any payment for a period of thirty (30) days, I/we, the personal guarantor(s) agree to pay Patuxent Materials, Inc, and/or its affiliates, without first being required to exhaust its remedies against debtor.

Debtors and guarantors agree that this guaranty is provided not in payment of, but as additional security for and/or evidence of obligations due the seller under existing contracts and credit agreements with debtor and that this guaranty is not accepted in lieu of seller's mechanic's lien, payment bond or other legal rights.

IN WITNESS THEREOF: the parties hereto have executed and delivered this personal guaranty under seal, with the intention of making it a sealed instrument on the date first above written.

Limitation: The parties hereto agree and intend that (a. this agreement constitutes a contract under seal (b. the twelve (12) year statute of limitations promised under Section 5-102 of the Courts and Judicial Procedures article of the Annotated Code of Maryland (" Courts Article") shall govern the limitation periods under this agreement rather than the three (3) year limitation period under section 501-1 (" Courts Articles")

I/we as guarantor(s) authorize the seller to obtain consumer credit information, at seller's discretion, to assist in evaluation of personal guaranty supporting seller's extension of credit accommodations to applicant(s).

I/we have signed and sealed this guaranty this _____ day of _____, 20_____.

Guarantors:

By: _____ (SEAL)
Signature

By: _____ (SEAL)
Signature

Name _____

Name _____

Address _____
(personal)

Address _____
(personal)

City _____

City _____

State /Zip _____

State /Zip _____

Social Security # _____

Social Security # _____



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BANK RELEASE FORM

AUTHORIZATION TO RELEASE ACCOUNT INFORMATION

Your Company Name

Your address, city, State, Zip Code

Account Numbers: _____ _____ _____
 Checking Saving Loan

We have requested Patuxent Companies and/or it's affiliates open a line of credit for our use. This will serve as authorization to release information to Patuxent Companies and /or it's affiliates, regarding our accounts.

Thank you

Signed: _____

Typed or printed name _____

Title _____

Date _____

(Name of Bank)

Address _____

City, State, Zip _____

Phone _____

Email _____



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JOB INFORMATION SHEET (please complete for each job/project)

Applicant's Name _____

Applicant is: owner _____ general contractor _____ sub contractor _____ other _____

Project Name: _____

Project Address/Location: _____

Owner: _____

General Contractor: _____

Job bonded by: _____

A copy of the bond is required on all bonded projects.

Job financed by: _____

Estimated Tonnage: _____

Estimated Start Date: _____

Estimated Completion Date: _____



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Request for Additional Information

Date: _____ Name of Company/Individual: _____

What Patuxent Companies affiliate will you be purchasing from?

Patuxent Materials, Inc. **yes/no** *Patuxent Roll-Off, LLC* **yes/no**

What Total Credit Limit are you looking for? \$ _____

Estimate your monthly credit requirement? \$ _____

List the name of all projects that you desire to purchase for, along with their address/location and the General Contractor/Owner for the project:

| | <u>Name of Project</u> | <u>Address/Location</u> | <u>General Contractor/Owner</u> |
|-----|-------------------------------|--------------------------------|--|
| 1.) | _____ | _____ | _____ |
| 2.) | _____ | _____ | _____ |
| 3.) | _____ | _____ | _____ |
| 4.) | _____ | _____ | _____ |
| 5.) | _____ | _____ | _____ |
| 6.) | _____ | _____ | _____ |

Are any of the projects tax-exempt? **Yes/no**
If so, please name the project and provide a copy of the tax-exempt certificate.

Are bonds required of your company or your customer for any project? **Yes/no**
If so, which project(s)?

Please provide copies of the signed bonds.

Please provide the contact information for the person to contact when there are open invoices:

Name: _____
Address: _____
Phone#: _____
Fax#: _____
Email: _____

Once the application is complete, please email back to the Credit Dept. at bkean@paxcos.com Thank you.