

BRANDYWINE AGGREGATES, LLC

2056 Generals Highway
Annapolis, Maryland 21401
BrandywineAggregates.com

Facilities:

Davidsonville: 3026 Patuxent River Road, Davidsonville, MD 21035

Harwood: 4431 Sands Road, Harwood, MD 20776

CREDIT APPLICATION

Attached please find an application for credit. Please complete this application in full and return via fax or email to Chris Garraway for processing. Application must be signed by owner/partners.

PLEASE COMPLETE THE ENTIRE APPLICATION INCLUDING:

- **Trade Reference phone and fax numbers**
- **Bank phone and fax numbers**
- **Information on the owners/partners/ principals of the company**
- **Please return all pages even if left blank**

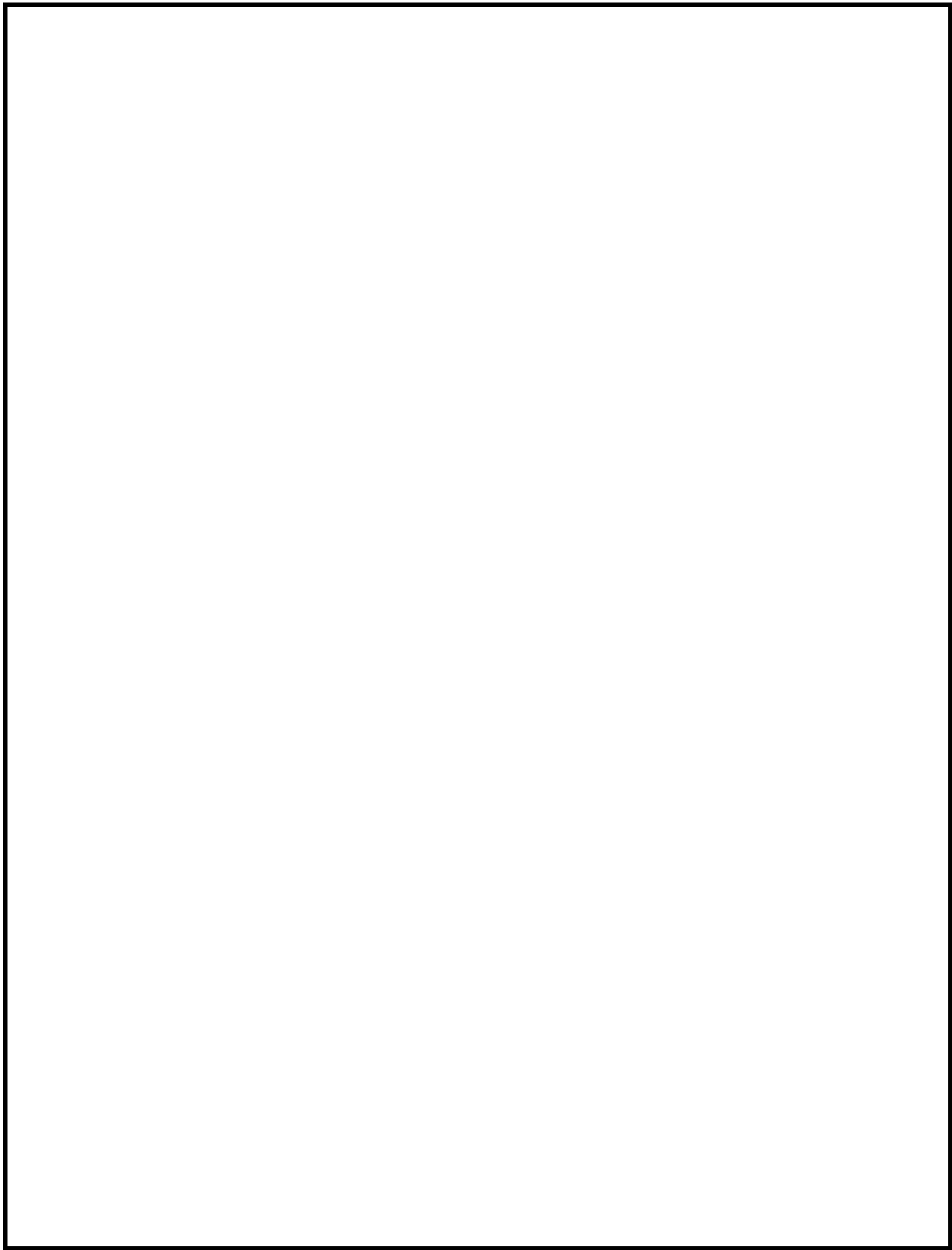
Once the application is complete - please fax or email to the attention of CHRIS GARRAWAY:

Email:	Chris.G@BrandywineAggregates.com
Fax:	410-224-2177
Mobile:	301-523-6873

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

Thank you

Brandywine Aggregates



BRANDYWINE AGGREGATES, LLC

2056 Generals Highway
Annapolis, Maryland 21401

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 _____ Fax _____

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
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____A

Attach additional sheets as needed

BRANDYWINE AGGREGATES, LLC

Trade References:

Name _____ Phone # _____ Fax # _____

Address _____

Account Number (s) _____

Name _____ Phone # _____ Fax # _____

Address _____

Account Number(s) _____

Name _____ Phone # _____ Fax # _____

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 dump fees or materials ordered. I / We further understand that Brandywine Aggregates, LLC will rely on this information for the extension of credit. Customer authorizes and releases Brandywine Aggregates, LLC 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 Brandywine Aggregates, LLC upon request.

Customer agrees to pay service charges of 1 ½ % interest per month on any invoice amount past due until paid., both before and after judgment and further agrees to pay, as liquidated damages, 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 Brandywine Aggregates, LLC and Customer, whether suit is brought by Brandywine Aggregates, LLC 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 or deliveries to/from any one project shall be considered part of a specific continuing contract related to a single property. All waivers executed by Brandywine Aggregates, LLC shall be effective only to the total dollar amount of payments actually received. Customer agrees that Brandywine Aggregates, LLC 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 Brandywine Aggregates, LLC for signature which may imply otherwise. Customer further agrees that Brandywine Aggregates, LLC 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. Brandywine Aggregates, LLC may change credit line or other credit terms at any time, in its sole discretion.

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

BRANDYWINE AGGREGATES, LLC

PERSONAL GUARANTY

In consideration for, and as an inducement to **Brandywine Aggregates, LLC, and/or its affiliates** (hereinafter "Creditor") 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 Creditor. 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 Creditor 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 dump fees and/or materials supplied.

If Creditor takes any action to enforce or compel compliance with the terms of this guaranty or any other contract with Creditor, the Guarantor shall be obligated to pay all costs incurred by Creditor 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 Creditor and Debtor shall be Anne Arundel county, Maryland, whether suit is brought by Creditor, 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 Brandywine Aggregates, LLC, 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 Creditor under existing contracts and credit agreements with Debtor and that this guaranty is not accepted in lieu of Creditor'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

Name _____

Address _____
(personal)

City _____

State /Zip _____

Social Security # _____

By: _____ (SEAL)
Signature

Name _____

Address _____
(personal)

City _____

State /Zip _____

Social Security Number _____

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AUTHORIZATION TO RELEASE ACCOUNT INFORMATION

Your address, city, State, Zip Code

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

Date _____

Fax

BRANDYWINE AGGREGATES, LLC
2056 Generals Highway
Annapolis, Maryland 21401

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 Loads / Tonnage: _____

Estimated Start Date: _____

Estimated Completion Date: _____