



All States Materials Group® is a registered trademark for the companies shown below. Please indicate with an "x" to which companies you are applying for credit.

All States Asphalt, Inc.    Killingly Asphalt Products, LLC.    Johnston Asphalt, LLC.    Trew Stone, LLC    Warner Bros., LLC

Date \_\_\_\_\_ Amount of Credit Requested: \$ \_\_\_\_\_ Is this for a single job? \_\_\_\_\_ Yes \_\_\_\_\_ No

|                  |                                  |                             |
|------------------|----------------------------------|-----------------------------|
| <b>Applicant</b> | Co. Name _____                   | Authorized Buyer Name _____ |
|                  | Bus. Address _____               | Telephone _____ Ext _____   |
|                  | _____                            | Facsimile _____             |
|                  | City _____ State _____ Zip _____ | Email _____                 |

| <b>Legal Organization</b>   | Org Type (check one) _____ Corporation _____ Partnership _____ LLC _____ LLP _____ Sole Proprietor _____ Other: _____  |         |         |         |          |          |                                |           |  |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |  |
|---|--|---------|---------|---------|----------|----------|--------------------------------|-----------|--|--|--|--|--|--|--|--|--|--|---|--|--|--|--|--|--|--|--|--|--|
|   | Date of Org: _____ Org. Date _____ FID No. _____   |         |         |         |          |          |                                |           |  |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |  |
|   | <b>PRIMARY SHAREHOLDERS / OWNERS:</b>  |         |         |         |          |          |                                |           |  |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |  |
|   | <table border="1"> <thead> <tr> <th>Name</th> <th>%</th> <th>Address</th> <th>City</th> <th>State</th> <th>Zip Code</th> <th>Telephone</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> | Name    | %       | Address | City     | State    | Zip Code                       | Telephone |  |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |  |
|   | Name   | %       | Address | City    | State    | Zip Code | Telephone                      |           |  |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |  |
|   |  |         |         |         |          |          |                                |           |  |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |  |
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| <b>OFFICERS:</b>  |  |         |         |         |          |          |                                |           |  |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |  |
| <table border="1"> <thead> <tr> <th>Position</th> <th>Name</th> <th>Address</th> <th>City</th> <th>State</th> <th>Zip Code</th> </tr> </thead> <tbody> <tr> <td>President (or Manager for LLC)</td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>Treasurer (or Financial Manager for LLC)</td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>Secretary/Clerk (or Asst Manager for LLC)</td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> | Position   | Name    | Address | City    | State    | Zip Code | President (or Manager for LLC) |           |  |  |  |  | Treasurer (or Financial Manager for LLC) |  |  |  |  |  | Secretary/Clerk (or Asst Manager for LLC) |  |  |  |  |  |  |  |  |  |  |
| Position  | Name   | Address | City    | State   | Zip Code |          |                                |           |  |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |  |
| President (or Manager for LLC)  |  |         |         |         |          |          |                                |           |  |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |  |
| Treasurer (or Financial Manager for LLC)  |  |         |         |         |          |          |                                |           |  |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |  |
| Secretary/Clerk (or Asst Manager for LLC)   |  |         |         |         |          |          |                                |           |  |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |  |

|                |                                  |                           |
|----------------|----------------------------------|---------------------------|
| <b>Billing</b> | Company Name _____               | Payable Contact _____     |
|                | Billing Address _____            | Telephone _____ Ext _____ |
|                | _____                            | Facsimile _____           |
|                | City _____ State _____ Zip _____ | Email _____               |

**Financial Statement**

|                  |                      |                      |                   |                       |                 |
|------------------|----------------------|----------------------|-------------------|-----------------------|-----------------|
| <b>Bank Info</b> | Bank Name _____      | Account Number _____ | Avg Balance _____ | Account Officer _____ | Telephone _____ |
|                  | Checking _____       |                      |                   |                       |                 |
|                  | Savings _____        |                      |                   |                       |                 |
|                  | Line of Credit _____ |                      |                   |                       |                 |

|                         |                    |               |            |             |                |                 |
|-------------------------|--------------------|---------------|------------|-------------|----------------|-----------------|
| <b>Trade References</b> | Company Name _____ | Address _____ | City _____ | State _____ | Zip Code _____ | Telephone _____ |
|                         |                    |               |            |             |                |                 |
|                         |                    |               |            |             |                |                 |
|                         |                    |               |            |             |                |                 |

Bonding Company: \_\_\_\_\_ Agent: \_\_\_\_\_ Telephone: \_\_\_\_\_

Total average unsecured bank and trade credit balance: \$ \_\_\_\_\_ Average secured bank debt: \$ \_\_\_\_\_ Any unpaid taxes? \_\_\_\_\_ Yes \_\_\_\_\_ No

Are all obligations current? \_\_\_\_\_ Yes \_\_\_\_\_ No Any lawsuits threatened or pending? \_\_\_\_\_ Yes \_\_\_\_\_ No Any tax liens or lawsuits within past year? \_\_\_\_\_ Yes \_\_\_\_\_ No

Has this company, or any of its officers, managers, or shareholders, ever filed for bankruptcy? \_\_\_\_\_ Yes \_\_\_\_\_ No

Has any of this company's officers, managers, or shareholders, ever filed for bankruptcy in any other business? \_\_\_\_\_ Yes \_\_\_\_\_ No

Give details for any bankruptcy, law suits or tax liens \_\_\_\_\_

By signing below, I, as an authorized representative of applicant, authorize any of your companies checked above to contact any party listed on this credit application for the purpose of determining the creditworthiness of the applicant, and for establishing a credit limit; and authorize and instruct all such parties to release such information as may be necessary for this purpose.

**THE ADDITIONAL AGREEMENTS ON PAGE 2 OF THIS APPLICATION MUST ALSO BE APPROVED AND SIGNED**

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**APPLICANT'S ADDITIONAL AGREEMENTS**

I hereby certify as an authorized representative of Applicant, that all statements contained in this credit application, and included financial statements, are true and made for the purpose of obtaining credit and in consideration of your above-designated companies selling products to us, recognizing that you would not do so without this completed application. If granted credit, Applicant hereby agrees to all of the following terms:

1. To promptly pay all of your invoices, in full, in accordance with the terms of sale, as set forth on each invoice, unless otherwise agreed To by both parties, in writing.
2. To pay a default rate of interest for late payments, computed at eighteen (18%) Per Cent *per annum*, on any unpaid balance past due after each invoice date.
3. To pay your attorneys' fees and expenses incurred in collection efforts of any unpaid past due balance, even prior to commencement of suit.
4. To notify you, in writing, of any revocation of acceptance, rejection or repudiation by Applicant of your products, whether wholly or in part, received by you, within (5) days after each delivery/pick up, giving detailed reasons for so doing, or be deemed conclusively waived by Applicant; time being of the essence. Your liability for any claimed breach of warranty or failure of product is limited to compensatory damages, only. Unless reserved to you by law, title to your products and risk of loss pass to Applicant at time of delivery/pick-up. Applicant hereby indemnifies, agrees to defend, and hold you harmless for any third party claims, or claims arising from our handling or use of your product. You warrant that your product is in accordance with your own usual specifications, available to Applicant. You have expressly disclaimed any and all other express or implied warranties of fitness and/or merchantability.
5. To ship your product to any third party who represents him/her/itself as authorized so to do by Applicant, even if not listed above.
6. To immediately notify you, in writing, of any adverse change in Applicant's financial circumstances.
7. To WAVE TRIAL BY JURY and to limit all litigation to actions to be commenced in Franklin, Hampshire or Hampden Counties, MA. This application and our purchases shall all be construed under MA law.
8. **[FOR CT APPLICANTS]** this business entity and any party guarantying the full and prompt payment of all sums due hereunder, individually and as agent or principal of the Applicant does hereby acknowledge that all transactions remain commercial transactions and hereby **waives the right to notice and hearing** under **Connecticut General Statutes Section 52-278f**, as may be amended, or as otherwise allowed by the law of any state or Federal law, with respect to any prejudgment remedy which All States Asphalt, Inc. its successors or assigns may desire to employ to enforce its rights and remedies hereunder. The undersigned, individually and as agent or principal of the Applicant, does hereby acknowledge that he/she has read the terms herein and the waiver has been executed voluntarily, knowingly and with the full understanding of the consequences thereof.
9. You may, in your sole and exclusive discretion, terminate or limit credit to Applicant at any time, without prior notice. You may apply any payment made by Applicant to any unpaid invoice.
10. There are no further agreements made in Applicant's favor other than those appearing in this application, or any invoice tendered by you. Any waiver of these requirements by you in any instance shall not constitute a continuing waiver, thereafter.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**GUARANTY**

In consideration of the granting of credit by your above-designated companies from time-to-time to Applicant herein, *which it would not so do without this guaranty*, the undersigned ("Guarantor") hereby unconditionally guarantees full and prompt payment of any indebtedness or liability of the Applicant to said designee now or hereafter owing or incurred, including without limitation, default interest, costs and reasonable attorneys' fees which may be incurred by it in attempting to collect, or enforce any of the foregoing.

The Guarantor hereby waives notice of acceptance hereof and notice of default. This is a continuing guaranty and shall not be affected by any extension of time, modifications of payment or additions, it being understood and agreed that proceedings may be brought hereunder against the Guarantor without any requirement of first proceeding against Applicant.

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty as a sealed instrument on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .

\_\_\_\_\_  
Guarantor Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Printed Name