



CREDIT APPLICATION

MIDLAND ASPHALT MATERIALS INC.

CUSTOMER INFORMATIONS

Company: _____ PHONE #: () _____
 Address _____ FED I.D. #: _____
 Billing Address _____ SALES TAX #: _____
 (Attach sales tax certificate)

Amount of credit required in \$: [] **in days:** [] Required

() corporation
 () partnership
 () individual/sole proprietor
 Please list any trade/assumed names: _____

Principal's names and titles:
 1. _____
 2. _____
 3. _____

CREDIT INFORMATION

Name of Bank: _____ Phone # () _____
 Bank address: _____ Account # _____
 Secured credit line in \$: _____

Have you ever signed a petition or legal pleading, declaring bankruptcy on behalf of yourself, your corporation or any other entity with which you are/have been affiliated with? yes ___ no ___? Please attach a copy of your company's last available financial statement

AUTHORIZING REPRESENTATIVE GUARANTEE

The undersigned can and will be liable for any unpaid amounts. The personal credit of this authorizing representative will be used in making a credit decision and a consumer report on this representative may be obtained.

UNDERSIGNED GUARANTOR MUST BE ONE OF THE FOLLOWING:

() President Guarantor's name: _____ Address _____
 () VP Social security #: _____
 () Owner / sole proprietor Birthdate: _____
 () Partner Phone #: Home () _____ Business () _____

Personal guarantee: in consideration of Midland Asphalt Materials Inc. ("MAMI"), purchases by buyer from seller under this commercial credit account agreement (this attached application), the undersigned guarantor hereby agrees to unconditionally, personally guarantee payment of all amounts due under, and the performance under the terms of, the agreement, and further agrees to pay the total balance due on the account opened pursuant to the agreement upon demand, without requiring MAMI, or any assignee, to proceed first to enforce payment against the buyer also liable on this account, in the event of any default under the agreement that that governs the account. The undersigned hereby waives any notices regarding the agreement or this guarantee, and agrees that this guarantee, shall be applicable until the agreement has terminated and all amounts thereunder shall have been paid in full. In the event that the buyer or the guarantor fails to perform their obligations as set forth herein, buyer and/or guarantor will pay to the seller all costs of collection, including reasonable attorneys' fees.

Personal guarantor signature: _____ Date: _____

TRADE REFERENCES

Name:	Address	Phone # :(must be filled in)	Fax # :(must be filled in)
1. _____	1. _____	1.() _____	1.() _____
2. _____	2. _____	2.() _____	2.() _____
3. _____	3. _____	3.() _____	3.() _____

BONDING/INSURANCE INFORMATION

Bonding Company: _____ Phone: () _____
 Insurance Company: _____ Phone: () _____

AGREEMENT

I, _____ (name), _____ (title), hereby certify that all information contained in this application is accurate and complete to the best of my knowledge. I hereby agree :

- 1) That the buyer is a valid business entity,
- 2) That I am duly authorized to execute this application/agreement
- 3) To pay an additional finance charge of 1.5% per month on all unpaid invoices after 30 days. (This is an annual percentage rate of 18%).

The within agreement will be interpreted according to the laws of the state of New York and any legal action brought by the parties herein will be brought in New York state supreme court, county of Erie.

Officer name _____ Date: _____
 and title: _____ Signature _____

Failure to complete any section of this application may result in credit being denied.