



1288 Reese Road - Slippery Rock, PA 16057

Phone: (724) 530-2741

Thank you for your interest in establishing credit with our company for your aggregate needs. We are excited to have you as a customer. To establish a credit account, please fill-in and return the enclosed Credit Application. All information will be kept in strict confidence.

Three Rivers Aggregates, LLC accepts the following payment methods: ACH payment, bank certified check, business check, credit card (VISA, MasterCard, Discover, and American Express) and wire transfer. Credit card transactions include a 3% convenience fee.

All check payments should be made out to: Three Rivers Aggregates, LLC
All checks payments should be mailed to: 321 Currie Rd
Slippery Rock, PA 16057

We will send monthly account statements to the email address that you indicate in the Credit Application.

The statements will be sent from mcclymondsAR@mcclymonds.com

Should you have any comments or questions about this Credit Application, please do not hesitate to contact me. I look forward to working with you.

Sincerely,

Elaine Slupe
Accounts Receivable
724.368.0543 (Direct)
724.368.0523 (Fax)
ESlupe@McClymonds.com

COMMERCIAL CREDIT APPLICATION

Three Rivers Aggregates, LLC

Date: _____ Credit Limit Request: _____

Section 1. General Business Information

Full Business or Legal Name: _____

Billing Address: _____ Physical Address, If Different: _____

Primary Phone: _____ Primary Fax: _____

Business Type: { } Corporation { } Government/Municipal { } LLC/Partnership { } Proprietorship

Principal Business Activity: _____

Federal ID #: _____ or SS #: _____

If Business Entity, List Principal(s)

Name: _____ Title: _____

Please attach separate list of other principals if more than one.

Section 2. Accounts Payable Department/Person

AP Contact: _____ AP Phone (If Different): _____

AP Email: _____ AP Fax (If Different): _____

Section 3. Active Trade References

{ } I have attached a separate list of trade references. **Three complete references are required for application**

Reference 1

Business Name: _____ Phone Number: _____

Contact Name: _____ Fax or Email (required): _____

Reference 2

Business Name: _____ Phone Number: _____

Contact Name: _____ Fax or Email (required): _____

Reference 3

Business Name: _____ Phone Number: _____

Contact Name: _____ Fax or Email (required): _____

Section 4. Banking Reference

Depository Name: _____ Contact Name: _____

Phone Number: _____ Account Number: _____

Section 5. Tax Exempt Status

{ } Yes, I/we have tax exempt status.

{ } No, I/we do not have tax exempt status.

If tax exempt, you must attach your tax exempt certificate to this Credit Application.

Section 6. Monthly Statements

{ } Yes, I would like statements emailed.

{ } No, I would like statements to be mailed.

Email Address for statements: _____

Section 7. Terms

1. All orders are cash-on-delivery (COD) until this Credit Application is approved.
2. Net 20 days.
3. Unpaid balances will be subject to a finance charge of 1% per month.

Section 8. Acknowledgment

This Credit Application is for the purpose of obtaining commercial credit from Three Rivers Aggregates, LLC. Applicant represents and warrants that the goods and services purchased by Applicant from Three Rivers Aggregates, LLC are used and consumed in Applicant's business for business purposes and not for personal, family or household purposes.

Three Rivers Aggregates, LLC is hereby authorized to investigate the references listed above and to obtain additional credit information from third parties, including credit reporting agencies, from time to time in connection with the extension of business credit hereunder. If Applicant is a sole proprietor (or partnership), Applicant (or partners thereof) hereby authorize(s) Three Rivers Aggregates, LLC to obtain consumer credit reports on Applicant (or partners thereof) from time to time in connection with the extension of business credit hereunder. Applicant agrees to hold Three Rivers Aggregates harmless for release of information supplied herein as a result of credit investigations.

Approval of credit is subject to Applicant meeting Three Rivers Aggregates' credit requirements.

Applicant represents and warrants that the information supplied herein is true, correct and complete in all respects, and Applicant will promptly notify Three Rivers Aggregates, LLC of any information changes. The undersigned represents and warrants that he or she is duly authorized by Applicant to bind Applicant to the terms of this Credit Application.

Signature: _____ Print: _____

Title: _____ Date: _____

PERSONAL GUARANTY (SURETY AGREEMENT)

In order to induce Three Rivers Aggregates ("Creditor") to extend credit to:

_____ ("Customer"), and in consideration of the granting of credit, changing existing credit terms or continuing credit terms that would otherwise be terminated for the account of Customer, I/we ("Guarantor") jointly and severally unconditionally guarantee the due performance of all of Customer's present and future agreements, contracts or purchases with Creditor, including any renewal, continuation, modification, supplement or amendment thereof and for the full and prompt payment of any and all of Customer's debts to Creditor (including payment for work in process), together with all interest thereon and all reasonable attorneys' fees, costs and expenses of collection of Creditor in connection therewith ("Indebtedness").

Liability under this Guaranty is absolute and shall not be affected by or contingent upon: (i) preservation or enforcement of rights against any other person or entity or in any property (ii) promptness in and/or notification of rights (iii) agreements to change payment arrangements, subordination, compromise or release of Customer or other guarantors and (iv) the sale, assignment or transfer of collateral, without advertisement or notice.

This Guaranty is continuing and shall be effective and binding on the undersigned and shall apply to present as well as future transactions until Creditor actually receives written notice of termination from the Customer by certified mail. Any such termination shall only apply to transactions entered into thereafter. Any liability as to Indebtedness or an obligation existing prior to termination whether or not goods or services have yet been delivered, or as to renewal, extension or modification of liabilities existing prior to termination shall continue.

Guarantor hereby waives:

(i)The notice of acceptance of this Guaranty by Creditor or of the creation, renewal or accrual of any Indebtedness of Customer to Creditor, or of Creditor's reliance upon this Guaranty (it is understood that the Indebtedness of Customer to Creditor shall conclusively be presumed to have been created, contracted or incurred in reliance upon this Guaranty);(ii)Demand of payment from Customer or any other person indebted in any manner on or for any of the Indebtedness hereby guaranteed;(iii)Presentment for payment of any instrument of Customer or any other person, protest thereof, and notice of its dishonor to any person thereto or to us;(iv)Any right of contribution or subrogation from any other guarantors; and(v)Any right to require Creditor to institute any action or suit or to exhaust or pursue its rights and remedies against Customer or any other person before demanding payment from us and enforcing this Guaranty.

Nothing shall discharge or satisfy the liability of the Customer or Guarantor herein except the full payment and performance of all of Customer's obligations to Creditor, with interest if applicable. The Guarantor's obligations under this Guaranty are primary, independent obligations. This Guaranty cannot be changed or terminated orally, shall be interpreted according to the laws of the Commonwealth of Pennsylvania, shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned, shall inure to the benefit of Creditor, its successors and assigns, and constitutes the entire agreement between the parties with respect to the subject matter hereof. This Guaranty may be executed in one or more counterparts, each of which shall be treated as an original.

It is understood and agreed that Creditor shall not be obligated by reason of this Guaranty to contract with or extend credit to Customer.

In witness whereof and intending to be legally bound hereby, I/we have hereunto set my/our hand and seal this ____ day of _____, 20 ____.

Name of Guarantor: _____

Address: _____

Signature of Guarantor: _____

Name of Witness: _____

Address: _____

Signature of Witness: _____

Does not need notarized

