

APPLICATION FOR CREDIT

HI-WAY CONCRETE PRODUCTS CO., INC. 2746 CRANBERRY HIGHWAY WAREHAM, MA 02571

TELEPHONE: (508) 295-0834 • FAX: (508) 291-2852

We hereby apply for credit and certify that the information below is correct. Our understanding is that this information is for the use of your credit department only and will be held in strictest confidence.

*IN ORDER TO PROCESS THIS APPLICATION IT MUST BE COMPLETED IN ITS ENTIRETY

| COMPANY NAME | | PRINCIPAL OWNERS | NAME(S) |
|-----------------------|--------------------|-----------------------|-------------------|
| COMPANY ADDRESS | | SOCIAL SECURITY NU | IMBER(S) |
| MAILING ADDRESS | | BANK NAME | CONTACT |
| TYPE OF BUSINESS YEAR | RS IN BUSINESS | BANK ADDRESS | |
| TELEPHONE NUMBER | | INDIVIDUAL | |
| FACSIMILE NUMBER EMAI | IL ADDRESS | —— CORPORATION | DATE INCORPORATED |
| | | | |
| • | TRADE REFERENCES | S (FIRMS NOW EXTENDED | YOU CREDIT) |
| NAME | | NAME | |
| ADDRESS | | ADDRESS | |
| | | | |
| TELEPHONE | FACSIMILE | TELEPHONE | FACSIMILE |
| NAME | | NAME | |
| ADDRESS | | ADDRESS | |
| TELEPHONE | FACSIMILE | TELEPHONE | FACSIMILE |
| APF | PLICANT- PLEASE DO | NOT WRITE ON THE L | INES BELOW |
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| 2) | | | |
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| 4) | | | |

If the undersigned's credit application is approved, the undersigned (hereinafter referred to as "Purchaser", which term shall include Purchaser's agents, servants and or employees as well as any other persons that Purchaser authorizes to charge against Purchaser's Account) agrees to be bound by the following credit terms and provisions:

- 1. Purchases and Credit Line. Purchaser may buy goods, services, and merchandise ("Purchase") from Hi-Way Concrete Products, Inc., ("Hi-Way", which term shall include its successors or assigns). The amount of each Purchase will be charged to Purchaser's Hi-Way Credit Account ("Account"). Hi-Way may refuse to authorize a Purchase if the total of that Purchase, the unpaid balance and current Purchases which Hi-Way has authorized would exceed the Purchaser's Credit Line ("Credit Line"). If the unpaid balance of Purchaser's Account ever exceeds Purchaser's Credit Line, upon Hi-Way's verbal demand Purchaser shall immediately pay the excess. Failure of Hi-Way to demand payment of any sums outstanding at any time in excess of Purchaser's Credit Line shall not constitute a release or waiver of Hi-Way's right to enforce the payment demand provisions of this paragraph nor shall it be deemed to be an increase of Purchaser's Credit Line. Hi-Way may change Purchaser's Credit Line at any time and without prior notice.
- 2. Payments, Statements and Finance Charge. Hi-Way will send Purchaser a statement for each monthly billing cycle when there is any amount owing or other activity in Purchaser's Account. Payment of the amount on Purchaser's statement shall be made within thirty (30) days of the statement date. If full payment of the balance shown of Purchaser's monthly statement is not received within thirty (30) days of such statement date ("Due Date"), Purchaser shall pay a FINANCE CHARGE at the rate of 1.50% per month, or any fraction thereof, interest shall commence to accrue from the Due Date. All payments shall be applied first to the unpaid FINANCE CHARGE, if any.
- 3. Amendments, Cancellation & Default. Hi-Way may cancel Purchaser's right to charge on Purchaser's Account at any time and without prior notice. Hi-Way may also amend this agreement upon thirty (30) days notice. No such cancellation or amendment will affect Purchaser's obligation to pay any amounts which Purchaser owes under this agreement. If there is a default, Hi-Way may demand immediate payment of the entire amount Purchaser then owes under this agreement. In the event of any default or breach of this Agreement or should Purchaser or any Guarantor be named in any Bankruptcy or other insolvency proceeding or should Hi-Way for any other reason have cause to incur any expenses in the enforcement of this agreement or in the collection the indebtedness owed to it by Purchaser, Purchaser and Guarantor shall pay all such expenses, court costs, attorney's fees and agrees that said charges may be added to the balance of Purchaser's Account subject to the payment of the FINANCE CHARGE as herein provided.
- 4. Guaranty. The undersigned Guarantor hereby guaranties to Hi-Way the full and punctual payment when due (whether at maturity, by acceleration or otherwise), and the performance of all liabilities, agreements and other obligations of Purchaser whether direct or indirect, absolute or contingent, due or to become due, secured or unsecured, now existing or hereafter arising (the "Obligations). This Guaranty is an absolute, unconditional and continuing guaranty of the full and punctual payment and performance by Purchaser of the Obligations and not only of their collectability and is in no way conditioned upon any requirement that Hi-Way first attempt to collect the Obligations from Purchaser or any other party primarily or secondarily liable with respect thereto or resort to any security or other means of obtaining their payment. Should Purchaser default in the payment or performance of any of the Obligations, the obligations of the Guarantor hereunder shall become immediately due and payable to Hi-Way without demand or notice of any nature, all of which are expressly waived by the Guarantor. The liability of the undersigned shall be primary, and if more than one person or entity signs this agreement, such liability shall be joint and several and shall not be affected by any discharge, extension of time, release of security, acceptance of compromise or any other modification of Purchaser's liability hereunder. Guarantor hereby waives notice of any time extensions or extensions of Purchaser's credit amounts. Guarantor hereby waives any and all rights of set-off, redemption and counterclaim, which may be alleged to exist in favor of Purchaser or Guarantor.
- 5. <u>Credit information</u>. Purchaser certifies that the information in this application is true and complete. Purchaser authorizes Hi-Way to investigate Purchaser's credit history, whether to obtain a credit report or otherwise, in connection with Purchaser's initial application for credit or later in connection with an update, renewal or extension of credit under this agreement. Purchaser authorizes Hi-Way to supply or furnish information concerning Purchaser's account to consumer reporting agencies and others who, in Hi-Way's discretion may properly receive such information.
- 6. <u>Miscellaneous</u>. This agreement is to be construed under and governed by the laws of the Commonwealth of Massachusetts, it is to take effect as a sealed instrument, sets forth the entire contract between the parties and is to be binding upon the parties hereto and their respective successors and assigns. If any provision of this agreement is held to be invalid or unenforceable under any law, rule, or regulation of by any government agency, federal, state, or local, such provisions will not affect the validity or enforceability of the remaining provisions of this agreement.

| Guarantor's Signature, Individually | |
|-------------------------------------|--|
| | |
| Date | |
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