

# **BLYTHE BROTHERS ASPHALT CO., L.L.C.**

1415 E. Westinghouse Blvd.  
Charlotte, NC 28273

## **APPLICATION FOR CREDIT**

Thank you for applying for credit with Blythe Brothers Asphalt. Establishing credit depends on how quickly your creditors respond to our credit inquiries. We do accept cash/credit cards until your account is established. Please do not hesitate to contact Jackie Walker at [Jackiem@blythedevelopment.com](mailto:Jackiem@blythedevelopment.com) or direct line 704-743-5274 or cell 704-691-5252

DATE OF APPLICATION: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

PHYSICAL STREET ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_

BILLING ADDRESS (IF NOT AS THE SAME ABOVE): \_\_\_\_\_

EMAIL ADDRESS(S) Please list all email address that you would like plant correspondences, i.e. price changes/winter maintenance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PRINCIPAL OFFICER(NAME/TITLE): \_\_\_\_\_

CREDIT AMOUNT REQUESTING (required): \$ \_\_\_\_\_

ANTICIPATED MONTHLY VOLUME: \$ \_\_\_\_\_

P.O REQUIRED: YES or NO (please circle)

FEDERAL ID# (IF NONE, THEN SIGNORS SS#): \_\_\_\_\_

DUN AND BRADSTREET# \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

EMAIL ADDRESS TO SEND INVOICES: \_\_\_\_\_

**\*\*\*if you prefer mailed copies of your invoices/tickets, please note above**

**TRADE REFERENCES**

**\*\*\*PLEASE LIST 4 TRADE REFERENCES THAT YOU HAVE DONE BUSINESS WITH FOR AT LEAST 2 YEARS**

**#1**

COMPANY NAME: \_\_\_\_\_ ACCT# \_\_\_\_\_  
STREET ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_  
CITY, STATE, ZIP: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_

**#2**

COMPANY NAME: \_\_\_\_\_ ACCT# \_\_\_\_\_  
STREET ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_  
CITY, STATE, ZIP: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_

**#3**

COMPANY NAME: \_\_\_\_\_ ACCT# \_\_\_\_\_  
STREET ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_  
CITY, STATE, ZIP: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_

**#4**

COMPANY NAME: \_\_\_\_\_ ACCT# \_\_\_\_\_  
STREET ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_  
CITY, STATE, ZIP: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_

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## BANK REFERENCE

DATE: \_\_\_\_\_

BANK NAME: \_\_\_\_\_

ACCOUNT#: \_\_\_\_\_

ACCOUNT NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

The above company has given permission to provide the following information to Blythe Brothers Asphalt Inc. in order to establish credit.

**The information below is to be filled out by an authorized bank representative.**

Upon completion, please return via email to [jackiem@blythedevelopment.com](mailto:jackiem@blythedevelopment.com) If you have any questions, please do not hesitate to contact me directly at 704-743-5274 or cell: 704-704-691-5252.

ACCOUNT SINCE: \_\_\_\_\_

CURRENT BALANCE: \_\_\_\_\_

AVERAGE BALANCE: \_\_\_\_\_

NSF CHECKS? YES or NO (please circle) IF YES, HOW MANY? \_\_\_\_\_

LOAN RELATIONSHIP: YES or NO (please circle) IF APPLICABLE, PLEASE FILL OUT BELOW:

DATE OPENED: \_\_\_\_\_

LINE OF CREDIT: \_\_\_\_\_

OUTSTANDING BALANCE: \_\_\_\_\_

REMARKS/COMMENTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

COMPLETED BY: \_\_\_\_\_

PHONE: \_\_\_\_\_

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BY SIGNING THIS APPLICATION, YOU ARE AGREEING TO THE FOLLOWING TERMS:

1. ENTRY NUMBERS ARE REQUIRED FOR ALL ORDER OVER \$30K (FORM ATTACHED) OR A COPY OF THE BOND WILL NEED TO BE EMAILED TO [JACKIEM@BLYTHEDEVELOPMENT.COM](mailto:JACKIEM@BLYTHEDEVELOPMENT.COM) PRIOR TO PICK UP.
2. ALL ORDERS WILL BE PLACED WITH CAMERON HICKS AT 704-309-6002, 24 HOURS IN ADVANCE. YOU WILL PROVIDE THE CORRECT NAME AND ADDRESS THAT THE ASPHALT IS LOCATED.
3. PAYMENT IS DUE IN 30 DAYS REGARDLESS OF PAYMENT FROM A 3<sup>RD</sup> PARTY. IF YOUR ACCOUNT GOES OVER 60 DAYS, WE RESERVED THE RIGHT TO WITHHOLD ANY FURTHER EXTENTION CREDIT AND/OR PURSUE THE FILING OF LEINS. IF LEGAL ACTION BECOMES NECESSARY TO INITIATE COLLECTIONS, YOU ARE LIABLE FOR ALL COURT COST AND ATTORNY FEES.
4. A FINANCE CHARGE OF 18% PER ANNUM ON ALL ACCOUNTS PAST DUE WILL BE ASSESSED.

COMPANY NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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## PERSONAL GUARANTEE

FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND IN ORDER TO INDUCE BLYTHE BROTHERS ASPHALT AND AFFILIATES (HEREINAFTER "BLYTHE" TO EXTEND CREDIT ON OPEN ACCOUNT TO \_\_\_\_\_ (HEREINAFTER THE "BORROWER"), THE UNDERSIGNED WHOSE NAME(S), SOCIAL SECURITY #(S), DRIVERS LICENSE #(S), AND STATE (PLEASE PROVIDE ALL INFORMATION REQUESTED) \_\_\_\_\_

HEREBY PERSONALLY GUARANTEE (S) TO BLYTHE WHETHER PAST, PRESENT OR FUTURE, DIRECT OR INDIRECT, ABSOLUTE OR CONTINGENT, INCLUDING, BUT NOT LIMITED TO ALL SUMS DUE TO BLYTHE ON OPEN ACCOUNT, ACCRUED INTEREST, AND FINANCE CHARGES (HEREINAFTER COLLECTIVELY CALLED "LIABILITIES").

THE UNDERSIGNED FURTHER AGREE(S) THAT, WITH OR WITHOUT NOTICE OR DEMAND, THE UNDERSIGNED WILL REIMBURSE BLYTHE FOR ALL EXPENSES, INCLUDING ATTORNEY'S FEES, INCURRED BY BLYTHE IN CONNECTION WITH THE LIABILITIES OF THE COLLECTION THEREOF, AND INCLUDING ALL EXPENSES AND REASONABLE ATTORNEY'S FEES INCURRED BY BLYTHE IN CONNECTION WITH ENFORCEMENT OF AN COLLECTION UPON THIS GUARANTY.

THIS GUARANTY IS CONTINUING AND GUARANTY AND SHALL REMAIN IN FULL FORCE AND EFFECTIVE IRRESPECTIVE OF ANY INTERRUPTION IN THE BUSINESS RELATIONS OF THE BORROWER WITH BLYTHE. THE GUARANTEE DOES NOT AFFECT BLYTHE'S RIGHT TO REFUSE CREDIT AT ANY TIME, AND SUCH REFUSAL DOES NOT AFFECT THE UNDERSIGNED OBLIGATIONS HEREUNDER.

THIS INSTRUMENT IS A GUARANTEE OF PAYMENT AND NOT A COLLECTION. THE UNDERSIGNED WAIVE(S) ANY RIGHT TO REQUIRE THAT ANY ACTION BE BROUGHT AGAINST THE BORROWER BY BLYTHE AND UNDERSTANDS THAT THE LIABILITY OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL.

THE UNDERSIGNED HEREBY WAIVES FORMAL ACCEPTANCE OF THIS GUARANTY, NOTICE OF THE MATURITY OF PAYMENTS, NOTICE OF DEFAULT BY THE BORROWER AND ANY AND ALL OTHER NOTICES REQUIRED BY STATUTE OR OTHERWISE.

IF THE HEREUNDER BY TWO OR MORE PERSONS THE UNDERSIGNED AGREES THAT THE GUARANTEES, OBLIGATIONS AND UNDERTAKINGS IN THIS PERSONAL GUARANTEE ARE JOINT AND SEVERAL.

THE UNDERSIGNED AGREES THAT ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS PERSONAL GUARANTEE MAY BE FILED IN A FEDERAL OR STATE COURT IN THE STATE OF NORTH CAROLINA, COUNTY OF MECKLENBURG OR IN THE STATE OF NORTH CAROLINA, THE UNDERSIGNED SPECIFICALLY CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION OVER HIM/HER BY A FEDERAL OR STATE COURT IN A THE STATE OF NORTH CAROLINA, AND TO THE EXTRATERRITORIAL SERVICE OF PROCESS IF NECESSARY.

\_\_\_\_\_  
FIRST SIGNATURE (NO TITLES)

\_\_\_\_\_  
SECOND SIGNATURE (NO TITLES)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC \_\_\_\_\_

(FIRST SIGNATURE)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC \_\_\_\_\_

(SECOND SIGNATURE)

**ASPHALT ORDER SHEET**

**\*\*MUST EMAIL TO JACKIEM@BLYTHEDEVELOPMENT PRIOR TO PICK UP FOR ORDERS OVER 30K**

CUSTOMER: \_\_\_\_\_

NAME OF JOB: \_\_\_\_\_

LOCATION OF JOB: \_\_\_\_\_

PICKING UP FROM WHICH LOCATION: (PLEASE CIRCLE)

<b><u>NORTH PLANT</u></b>	<b><u>CONCORD PLANT</u></b>	<b><u>PINEVILLE PLANT</u></b>
9501 OLD STATESVILLE RD. CHARLOTTE, NC	660 GOODMAN RD. CONCORD, NC	10447 OLD NATIONS FORD RD. CHARLOTTE, NC

**TYPE AND QUANTITY (FOR THE ENTIRE JOB):**

RB25.0C \_\_\_\_\_

RI19.0C \_\_\_\_\_

RS9.5C \_\_\_\_\_

RS9.5B \_\_\_\_\_

**OWNER'S INFO: (NAME, ADDRESS, PHONE, AND EMAIL):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**GENERAL CONTRACTOR: (NAME, ADDRESS, PHONE, EMAIL):**

\_\_\_\_\_  
\_\_\_\_\_

**LIEN AGENT: \_\_\_\_\_ ENTRY # \_\_\_\_\_**

**\*\*NC GEN. STAT. 44A-11.2 REQUIRES A PARTY PROVIDING LABOR, MATERIAL, OR SERVICES FOR THE IMPROVEMENT OR REAL PROPERTY OT SERVE A "NOTICE TO LIEN AGENT" TO PERSERVE ITS LIEN RIGHTS AGAINST REAL PROPERTY.**

**\*\*\*FAILURE TO FILL OUT ALL ABOVE INFORMATION WILL RESULT IN NOT BEING ABLE TO PICK UP ASPHALT.**