



MONARCH HOLDINGS GROUP LLC & MONARCH MATERIALS LLC

Physical Address: 1980 Goetz Rd. Perris, CA 92570

Mailing Address: 21445 Walnut St. Wildomar, CA 92595

THE FOLLOWING INFORMATION IS SUBMITTED FOR CONSIDERATION BY MONARCH HOLDINGS GROUP LLC & MONARCH MATERIALS LLC AS A BASIS FOR THE EXTENSION OF COMMERCIAL CREDIT TO US:

COMMERCIAL CREDIT APPLICATION

Sales Representative _____

Legal Business Name _____

Trade Name(s) Used _____

Billing Address _____

Physical Address (if different) _____

Phone Number _____

Fax Number _____

Email Address _____

Established On (Date) _____

Chartered In (State) _____

Federal Tax I.D. Number _____

State Contractor's License Number _____

Our tax returns have been filed with the taxing authorities through 20

We are exempt from sales tax: ☐ YES ☐ NO

IF YES, PLEASE ATTACH A VALID TAX EXEMPTION CERTIFICATE. Exempt Number: _____

Has the corporation, any of the principal of the business or their spouses, ever filed bankruptcy? ☐ YES ☐ NO

If so, when
Under what court

The nature of our business is:

☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ LLC Other:

We are a: ☐ General Contractor ☐ Subcontractor ☐ Property Owner

Email Address of where to send invoices and statements _____

A/P Contact Information Name: _____

Phone Number: _____

Email Address: _____

Our owners (if a sole proprietorship, partnership or LLC) or officers (if a corporation) are:

Name: _____ Title: _____ Social Security Number: _____

Home Address, City, State, Zip: _____ Cell Phone: _____ Driver's License #: _____

Name: _____ Title: _____ Social Security Number: _____

Home Address, City, State, Zip: _____ Cell Phone: _____ Driver's License #: _____

You may check with the following suppliers for credit experience:

Name:	Address, City, State, Zip:	Phone:	Email:	Account #:
_____	_____	_____	_____	_____
Name:	Address, City, State, Zip:	Phone:	Email:	Account #:
_____	_____	_____	_____	_____
Name:	Address, City, State, Zip:	Phone:	Email:	Account #:
_____	_____	_____	_____	_____

WE HEREBY AUTHORIZE YOU TO CONTACT THE ABOVE TRADE REFERENCES FOR CREDIT INFORMATION.
PLEASE ATTACH A CURRENT FINANCIAL STATEMENT.

If any of the above information should change, it is our responsibility to provide you with immediate written notice of such changes. _____ (Initials)

SIGNATURE PAGE

NO OBLIGATION TO EXTEND CREDIT. The execution of this Commercial Credit Application, including any Continuing Guaranty, does not obligate Monarch Holdings Group LLC and Monarch Materials LLC (collectively "Supplier") to extend credit to the buyer ("Buyer"), and the decision as to whether to extend credit to Buyer remains in the sole discretion of Supplier.

Unless otherwise agreed to in writing, payment terms are net 30 days from delivery. Notwithstanding the foregoing, all orders are subject to Supplier's continuing approval of Buyer's credit. If Buyer's credit is not approved or becomes unsatisfactory to Supplier, then Supplier, in its sole discretion, may suspend or cancel performance, or require different payment terms, including but not limited to cash on delivery or in advance of shipment. In addition, Supplier may in its discretion require an advance deposit of up to 100% of Supplier's selling price for any specially manufactured goods ordered by Buyer hereunder. Supplier may, in its sole discretion, apply Buyer's payment against any open charges. Past due accounts bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law.

Supplier will not be liable for any failure or delay in performing its obligations hereunder during any period in which such performance is prevented or delayed by causes beyond its reasonable control, including without limitation, an act of God; flood or other severe weather; war; embargo; fire or other casualty; any act of terrorism or sabotage; a civil riot; strikes or labor shortages; and/or scarcity of product or allocation by the manufacturers (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the time for Supplier's performance will be extended reasonably beyond the cessation of the Force Majeure Event and the Parties will adjust all affected dates accordingly; moreover, the price of the Products will be adjusted, as determined in the Supplier's sole discretion. If Supplier is unable to perform as a result of any Force Majeure Event, any obligation to perform shall be excused.

To the fullest extent permitted by law, Buyer will indemnify, defend, and hold Supplier, its officers, directors, employees, and agents harmless from any and all costs (including reasonable attorneys' and accountants' fees and expenses), liability, and damages resulting from or related to any third party (including Buyer's employees, subcontractors, affiliates, or customers) claim, complaint, and/or judgment arising from Buyer's use of any Products furnished hereunder, as well as any negligent, intentional, or tortious act or omission of Buyer or any material breach by Buyer of these Terms, except to the extent caused by Supplier's gross negligence.

In the event Supplier prevails in any legal action brought as a result of the commercial relationship with Buyer, Buyer will pay Supplier's costs and expenses of collection, suit, or other action, including, but not limited to, all actual attorney's and paralegal's fees, and collection costs, incurred pre suit, through trial, on appeal, and in any administrative or bankruptcy proceeding. Any cause of action that Supplier has against Buyer may be assigned without Buyer's consent to an affiliate of Supplier. Buyer shall not assign its rights, obligations, or claims under any Sale Document without the prior written consent of Supplier.

If Buyer fails to comply with these Terms or make payment, Supplier may terminate or restrict any order immediately upon notice to Buyer. Buyer certifies that it is solvent and that it will advise Supplier immediately if it becomes insolvent. Buyer's failure to make timely payment to Supplier shall be deemed an event of material default. In addition to the right of termination, Supplier reserves all rights at law and equity in the event of a default, including but not limited to charging interest during any period of nonpayment or late payment, and the exercise of any lien rights provided by applicable law. It is the clear and express intention of the Parties that no purported unconditional waiver or release of lien rights shall be valid, and all such lien waivers or releases shall be deemed to be null and void, prior to receipt of the full amount due to Supplier.

The undersigned hereby authorize(s) Supplier to obtain and use a credit report on the undersigned in connection with the extension of business credit as contemplated by this application. The undersigned hereby authorizes Supplier to utilize a credit report on the undersigned from time to time in connection with the extension or continuation of the business credit contemplated by this application.

(print name), hereby certifies that all of the above statements are true and complete and are made in consideration of extension of credit by Supplier. Buyer has read and agrees to be bound by the Terms and Conditions for Sale, and as may be amended from time to time, which are incorporated herein by reference and which are available in writing upon request. In the event of any conflict between specific provisions of this credit application and the Terms and Conditions for Sale, this credit application governs.

X _____

DATE

COMPANY NAME

AUTHORIZED OFFICER - SIGNATURE

PRINTED NAME AND TITLE