

Diamond Materials, LLC

CREDIT APPLICATION & PERSONAL GUARANTEE

Name of Purchaser _____

Trade Name (if any) _____ Email Address _____

Address _____

Business Phone _____ Business Fax _____

Type of Business: Partnership _____ Individual Proprietorship _____ Corporation _____

Date of Incorporation _____ State of Incorporation _____ Number of years in business _____

EIN No: _____ Approximate line of credit requested (monthly) _____

Principals, Owners and/or Guarantors:

1. Name _____ Home Address _____

Business Title _____ Home Phone _____ SS# _____

2. Name _____ Home Address _____

Business Title _____ Home Phone _____ SS# _____

Bank References:

1. Name _____ PHONE# _____ FAX# _____

Complete Mailing Address _____ Account. No _____

2. Name _____ PHONE# _____ FAX# _____

Complete Mailing Address _____ Account. No _____

Trade Reference: (Please print complete address information to expedite your application)

1. Supplier Name _____ PHONE# _____ FAX# _____

Mailing Address _____

2. Supplier Name _____ PHONE# _____ FAX# _____

Mailing Address _____

3. Supplier Name _____ PHONE# _____ FAX# _____

Mailing Address _____

Physical Address: 924 South Heald Street, Wilmington, DE 19801
Mailing Address: 242 N. James Street STE 102, Newport, DE 19804
Phone: 302-658-6524 Fax: 302-658-0684 Email: cmahan@diamondmaterials.com

Diamond Materials, LLC

I/We certify that the above information is true and correct, and I/We agree to pay this account in accordance with your credit terms. I/We authorize you to verify this information and/or obtain additional information by securing data from a credit reporting agency. I/We understand that all past due balances will be subject to a 1 ½% per month late payment fee. I/We further agree to pay 25% collection charge and/or reasonable attorney's fees, costs, in the event of default, if the account is placed with an attorney or bonded collection agency. It is understood that in the absence of any remittance detail, we have the right to apply payments to your account at our discretion. I/WE HEREBY AUTHORIZE MY BANK, LENDER OR FINANCIAL INSTITUTION AND/OR ANY TRADE REFERENCE TO RELEASE INFORMATION REGARDING MY ACCOUNT TO DIAMOND MATERIALS LLC.

THE TERMS OF THIS AGREEMENT INCLUDE ALL TERMS SET FORTH ON THIS PRINTED PAGE AS WELL AS ALL TERMS SET FORTH BELOW AND ON THE BACK OF THIS PAGE AND PURCHASER AND GUARANTOR AGREE TO BE BOUND BY ALL SUCH TERMS BY SIGNING HEREINBELOW.

Signed _____ Print Name: _____ Title _____

Purchaser

Signed _____ Print Name: _____ Title _____

Guarantor (Pursuant to the terms of Personal Guarantee set forth on the reverse side of this agreement.)

NOTE: The original application must be received by us prior to first delivery on credit terms.

PERSONAL GUARANTEE: In consideration for the credit extended to the above listed Purchaser, for good and valuable consideration, the undersigned hereby guarantees and agrees to be unconditionally and personally liable to DM, its successors, assignees, parents, and subsidiaries, for the due performance of each of the past, present, and future Secured Obligations and/or indebtedness incurred by the above Purchaser, its successors, assignees, parent and/or subsidiaries to DM.

1. I/We hereby waive notice of acceptance hereof, and of all notices of any kind to which I/we may be entitled, including without limitation any and all demands of payment, notices of non-payment, protest, and dishonor to me or said business entity. I/My liability hereunder is direct and unconditional and may be enforced without requiring DM to first resort to any other right, remedy or security. In the event of default in payment by Purchaser, I/We shall be obligated to pay to DM, all of the Secured Obligations plus 1 ½% per month on all past due balances, 25% collection charge and/or reasonable attorney's fees and costs.

2. I/We hereby waive any and all right to a trial by jury in any action or proceeding based hereon. This instrument cannot be changed orally and shall be interpreted according to the laws of the State of New Jersey.

**Physical Address: 924 South Heald Street, Wilmington, DE 19801
Mailing Address: 242 N. James Street STE 102, Newport, DE 19804
Phone: 302-658-6524 Fax: 302-658-0684 Email: cmahan@diamondmaterials.com**

Diamond Materials, LLC

SECURITY AGREEMENT: To secure the payment, with interest thereon, and the performance and fulfillment of any and all Secured Obligations (as hereinafter defined) of the business entity to Diamond Materials LLC. ("DM"). The business entity hereby grants to DM a valid security interest in and to the Purchaser's equipment, accounts receivable, general intangibles, inventory, accounts and the proceeds thereof (the "Assets"), to have and to hold the same unto DM forever. DM may file a financing statement in any jurisdiction in the United States without the signature of the Purchaser.

1. The term "Secured Obligations" as used herein shall mean any and all amounts or sum due by Purchaser to DM, including but not limited to any and all secured debt evidenced by this Credit Application and Personal Guarantee and/or any invoice, statement of account, purchase order, purchase agreement, contract, delivery ticket and/or any agreement of any and every kind arising out of any business arrangement, dealings, and/or relationship by and between Purchaser and DM, entered into previously, now, and/or hereafter.

2. Purchaser covenants and agrees with and warrants to DM that Purchaser is in the possession of the Assets at its principal place of business (which is Purchaser's address shown on page one hereof). Purchaser further covenants and agrees with and warrants to DM, that Purchaser is the lawful owner of the Assets and has the sole right and lawful authority to make this Credit Application & Personal Guarantee; the Assets and every part thereof are free and clear of all liens and encumbrances of every kind, nature and description; and Purchaser will warrant and defend the Assets against all claims and demands of all persons.

3. If Purchaser shall default in any obligations hereunder, or becomes insolvent, or files for bankruptcy, then in any such event all Secured Obligations shall at once, at the option of DM, become immediately due and payable without notice to business entity, and in such event, it shall be lawful for DM to take possession of the Assets at any time, wherever same may be, and to exercise all the rights and remedies of a secured party under the laws of the State of New Jersey. The proceeds of any sale may be applied first to pay all costs of repossession and selling the Assets, including attorneys' fees, and second to the payment, partly or entirely, of any of the Secured Obligations as DM may in its sole discretion elect. Purchaser shall remain liable to DM for any deficiency until such deficiency is satisfied in full. Purchaser hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against purchaser (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due, plus reasonable attorney's fees, and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and effective when delivered in person to any officer of the party to whom addressed or mailed by regular mail to such party at its address specified herein or at such address as may hereafter be specified by like notice by either party to the other. Purchaser and DM hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or with respect to any and all counterclaims, cross-claims, setoffs or recoupment claims.

BREACH AND DEFAULT: DM shall have the right to consider this Credit Application & Personal Guaranty breached and stop deliveries and to be entitled to damages if the Purchaser and/or guarantor shall become in default in the payment of any Secured Obligation, or shall purchase elsewhere without DM's consent any of the materials on which any proposal is based, or if Purchaser entity shall be insolvent. In the event of default in payment by Purchaser for sixty days from the date the earliest payment is due to DM, the Purchaser agrees to pay all costs of collection including reasonable attorney's fees and/or collection charges in the amount of 25% of the balance due. No waiver of DM shall be enforceable unless the waiver is made in writing and signed and acknowledged by DM.

INDEMNITY AND INSURANCE: Purchaser has secured and maintains for the duration of its business relationship with DM, such insurance as will protect it from claims under the Workmen's Compensation Statute for the state in which the work is located and from such claims for bodily injury, death or property damages as may arise. The Purchaser hereby agrees to assume the entire responsibility and liability for any and all damage to property caused or resulting from or arising out of any act, neglect, omission, or agreement on the part of the Purchaser, its agents, employees or servants in connection with its business relationship and/or agreements with DM, whether covered by the insurance, specified herein or not, and Purchaser shall indemnify and save harmless DM, its agents or employees from any and all suits, claims, losses, damages, expenses and legal suits or actions which may be brought out of any and all such injuries, deaths and/or damages whether or not such claim, damage, loss or expense is caused in part by the party indemnified hereunder, and if requested, Purchaser shall assume and defend,

Physical Address: 924 South Heald Street, Wilmington, DE 19801

Mailing Address: 242 N. James Street STE 102, Newport, DE 19804

Phone: 302-658-6524 Fax: 302-658-0684 Email: cmahan@diamondmaterials.com

Diamond Materials, LLC

at its own expense, any suit, action, or legal proceedings against DM arising therefrom. In addition, Purchaser hereby assumes the entire responsibility and liability for all work, supervision, labor and/or materials provided pursuant to any and all business relationships between Purchaser and DM. In the event of any loss, damage or destruction thereof from any cause, Purchaser shall be liable therefore, and shall repair, rebuild and make good said loss, damage or destruction at Purchaser's expense.

If, as a result, in whole or in part, of negligence (or other act for which there is legal liability) of Purchaser, his employees, agents or lower-tier sub-contractors, any person (including employees of Purchaser) suffers injuries or death or any property is damaged, lost, or destroyed or rendered valueless or substantially less valuable, Purchaser assumes the liability therefore, and shall defend any action, and shall pay all costs including attorney's fees and satisfy any judgments entered against DM, and agrees to hold DM and its agents, servants, employees and sureties harmless therefore. The Purchaser's obligations under this section shall be in addition to any other indemnity liability imposed against Purchaser.

Physical Address: 924 South Heald Street, Wilmington, DE 19801
Mailing Address: 242 N. James Street STE 102, Newport, DE 19804
Phone: 302-658-6524 Fax: 302-658-0684 Email: cmahan@diamondmaterials.com

TO: _____
BANK NAME

FROM: _____
CUSTOMER NAME

Dear Bank Officer or Representative,

As an officer or duly authorized representative of _____, I hereby request bank or credit information to be released to Diamond Materials, LLC, located at 242 N James Street, Newport, DE 19804. Please fax pertinent information to Diamond's fax # (302) 658-0684.

SIGNATURE

TITLE

DATE

CONFESSION OF JUDGEMENT

TO: Diamond Materials LLC (Seller)

As considered to induce seller to extend credit to _____

_____ (Purchaser):

Purchaser hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against purchaser (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due, plus reasonable attorney's fees, and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisement, stay or exemption laws then in force. Any notices relating hereto shall be in writing and effective when delivered in person to an officer of the party to whom addressed or mailed by regular mail to such party at its address specified herein or at such address as may hereafter be specified by like notice by either party to the other. Purchaser and seller hereby waive any and all rights to a trial by jury in any action or proceedings based hereon or arising hereunder or with respect to any and all counterclaims, cross-claims, setoffs or recoupment claims.

By signing this document, Purchaser acknowledges that he has read this document and understands the contents herein. Purchaser also acknowledges that this document has been delivered and accepted as of the date indicated below, and intend to be legally bound by the terms of this document.

_____ Date _____
By:

Title:

Address: