



Company /Applicant Information		Credit Application and Open Account Agreement			
Company's Legal Name		Doing Business as (DBA), if different from legal name			
Physical Address (Street Required)	City	State	Zip		
Telephone ( )	Fax ( )	Company Website			
Billing (Accounts Payable) Contact: First and Last Name:		Email Address:		Telephone (Direct Line) P O Required Yes_ No_	
Billing Address (if different from above)	City	State	Zip		
Fed Employer ID Number (Tax ID)	Years in Business	Tax Sales and Use Tax Permit Number			
Type of Entity	Corporation	LLC/Limited Partnership	General Partnership	Date Established	
Sole Proprietorship	Government	Other	State of Registration		
<b>Principals/Ownership (Include Officers, Partners, Directors or Proprietor)</b>					
Name (First, MI, Last)		Title			
Home Address	City	State	Zip	Cell Phone	
Name (First, MI, Last)		Title			
Home Address	City	State	Zip	Cell Phone	
Name (First, MI, Last)		Title			
Home Address	City	State	Zip	Cell Phone	
<b>Parent Company (if applicable)</b>					
Company's Legal Name		Address		City	Zip
<b>Public Filings</b>					
Has the Applicant, or any principals involved in the company, ever filed for protection under bankruptcy laws? _Yes_ _No				If yes please explain:	
<b>Bank References (include deposit accounts and loans/lines of credit, if applicable)</b>					
Bank Name	Contact Person	Telephone	Fax		
Address	City	State	Account Number (s)		
Bank Name	Contact Person	Telephone	Fax		
Address	City	State	Account Number(s)		
<b>Trade References and Dun &amp; Bradstreet Number</b>					
Vendor's Name	Contact Person	Telephone	Fax		
Address	City	State	Account Number(s)		
Vendor's Name	Contact Person	Telephone	Fax		
Address	City	State	Account Number(s)		
Vendor's Name	Contact Person	Telephone	Fax		
Address	City	State	Account Number(s)		
Dun& Bradstreet Number	Company Name Listed with D&B Number if different than above				
Please only provide references that are willing to provide credit information					

## OPEN ACCOUNT AGREEMENT

This Open Account Agreement ("Agreement") is made and entered into by and between CSI Acquisition Company LLC d/b/a Crane Service Inc. and/or MCR Acquisition Company, LLC d/b/a Marks Crane & Rigging and/or MRT Acquisition Company, LLC d/b/a Majestic Rigging and Transportation and/or WCSC Acquisition Company, LLC dba Winslow Crane Service Company, CC Acquisition Company, LLC d/b/a Chellino Crane, (each, a "Seller", and collectively, "Sellers") and the aforesigned applicant, including any guarantor(s), if applicable (hereinafter collectively or separately called "Buyer"). All purchases, rentals or leases of goods and services by Buyer from any of the Sellers, whether on open account or any other credit facility, shall be subject to the following terms and provisions:

**1. Credit/Financial Information:** Buyer warrants that the credit/financial information provided to Seller(s), including the information set forth in the Business Credit Application, is true and correct. Buyer expressly authorizes Seller(s) to request or obtain credit/financial information from any source including banks, credit bureaus and other creditors of the Buyer. Buyer expressly authorizes Seller(s) to release and share such credit/financial information (excluding credit reports under the Fair Credit Reporting Act) to any other creditor of the Buyer. Any credit/financial information submitted to Seller(s) shall be kept secure through electronic, physical and managerial safeguards and will not be distributed or disclosed to third parties except as provided herein.

**2. Open Credit Account:** Buyer acknowledges that this Agreement does not require any sales on credit nor the deferred payment of all or any part of the agreed cash price or prices of goods and services. Unless a credit account has been approved, all goods and services must be paid for at the time of delivery or, in the case of lease or rental, in advance. The amount of credit extended to Buyer will be determined by Seller(s) and may vary from time to time. Seller(s) is not hereby committed to extend any credit whatsoever. If credit is extended, Seller(s) is hereby authorized and directed to continue or discontinue with or without notice, in its sole discretion, such line of credit in any amount or amounts determined by Seller(s) as well as to place this amount on COD basis and/or refuse sales or service entirely. Buyer waives notice of any change in credit limit.

**3. Payment Terms:** For all charges billed to an approved open credit account during any one calendar month (or such other billing period as Seller(s) may from time to time establish by written notice to Buyer), payment shall be due and paid in full thirty (30) days from the invoice date unless other specific terms of payment are stated in the body of the invoice (the "Payment Due Date"). Seller(s) shall furnish Buyer an account statement promptly upon close of such billing period, covering all goods and services delivered to or for the benefit of Buyer during such billing period (or since the last such statement) and payment in full shall be due on or before the Payment Due Date as herein above stated. Buyer agrees to examine all invoices and statements promptly upon receipt and to notify Seller(s) immediately of any failure of delivery, shortage, discrepancy, or error. Buyer also further agrees that the invoice or statement is presumed correct unless Seller(s) is notified in writing within ten (10) days of the date of such invoice or statement.

**4. Where To Make Payments:** Buyer agrees to pay in full on or before the Payment Due Date the aggregate cash purchase price of all goods and services received by or for Buyer's benefit since the date of Seller(s)'s last account statement. Payments shall be made at 505 Murry Rd. SE, Albuquerque, NM 87105.

**5. Interest:** Should Buyer fail to pay the entire balance owed on or before the Payment Due Date, Buyer agrees to pay interest on the unpaid portion thereof from the purchase date until paid in full at the lesser of the rate of 1 ½ % per month, calculated from the date upon which such amounts became due and payable until paid or the maximum rate allowed by applicable law. **Anti-Usury:** Interest on any indebtedness owing to Seller(s) by Buyer shall not exceed the maximum amount of non-usurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess shall be cancelled automatically as of the acceleration or prepayment, or if already paid, credited on the principal of the indebtedness or, if the principal has been paid, refunded.

**6. Failure To Pay:** Should Buyer fail to pay promptly when any sum or sums are owed to Seller(s) under the terms of this Agreement or otherwise or fail to keep, observe and perform the terms and provisions of this or any other agreement with Seller(s), then Seller(s) as its option may declare any and all sums owed hereunder to be immediately due and payable. If any indebtedness now or hereafter due is placed in the hands of an attorney for collection or collected through probate, bankruptcy or other proceeding, Buyer agrees to pay reasonable attorneys' fees.

**7. Cross-Default Remedies:** It is agreed that should Buyer fail to pay any indebtedness owing to Seller(s) as the same shall become due and payable to Seller(s) including lease/ rental agreements, equipment purchases, parts or labor, open accounts, promissory notes, advances, overdrafts, principal, interest, or any part thereof or any other mode or means, or should Buyer fail to comply with any of the covenants or obligations of any lease/rental agreement, sales order, lease order, credit application, security agreement, or any other documents securing or pertaining to such indebtedness, then such failure shall be a default and breach under this Agreement and all other documents securing all other indebtedness's, and Seller(s) shall be entitled to pursue any of the contractual remedies in such documents and any remedies allowed under applicable law.

**8. Notices:** Notices called for hereunder or required by law shall be deemed received by Buyer three (3) days after said notice is deposited in the United States mail, properly stamped and addressed to Buyer at its address shown on the Business Credit Application.

**9. Jurisdiction, Venue and Choice of Law:** The Buyer expressly agrees that exclusive jurisdiction and venue of any dispute arising from this Agreement shall be in the appropriate state or federal court sitting in Bernalillo County, New Mexico, and the laws of the state of New Mexico (without regard to its conflict of laws principles) shall govern the dispute, it being agreed by the

Parties hereto that this agreement is performable, in whole or in part, in Bernalillo County, New Mexico.

**10. Waiver of Jury Trial: EACH PARTY HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING A CLAIM RELATING TO OR ARISING UNDER THIS AGREEMENT.**

**11. No Reliance: EACH PARTY HERETO EXPRESSLY DISCLAIMS RELIANCE UPON ANY FACTS, PROMISES, UNDERTAKINGS OR REPRESENTATIONS MADE BY ANY OTHER PARTY, OR ITS AGENTS OR REPRESENTATIVES, PRIOR TO THE EXECUTION OF THIS AGREEMENT.**

**12. Revisions:** Buyer and Seller(s) agree that this Agreement may be changed from time to time by Seller(s), and that Buyer's credit arrangements with Seller(s) shall be governed by the most current form of Business Credit Application and Open Account Agreement (whether or not signed by Buyer) and said form shall govern all new accounts, pre-existing accounts, or any other debts now owed or hereafter owed by Buyer to Seller(s). Seller(s) will provide thirty (30) days written notice of any change in the form of Business Credit Application and Open Account Agreement.

Buyer understands, acknowledges, and agrees and that Seller(s) may, in its sole discretion, refuse to extend to Applicant business credit, goods, or services and may terminate such at any time. The fact that this Business Credit Application contains reference to a credit limit shall not be deemed a limitation of liability by Buyer.

**Federal Equal Credit Opportunity Act Notice:** If your application for business credit is denied, you have the right to a written statement of the specific reason for the denial. To obtain the statement, please contact the applicable creditor to whom you applied for credit within sixty (60) days from the date you are notified of the decision. The creditor will send you a written statement of the reasons for the denial within thirty (30) days from receiving your request. The Federal Equal Credit Opportunity Act prohibits Creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the application has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the FTC Regional Office for the region in which the creditor operates for the Federal Commission, Equal Credit Opportunity, Washington, DC 20580.

**13. Acknowledgment:** Buyer understands and acknowledges that the terms, conditions, covenants and representations herein relate to the Seller(s) from which Buyer is seeking credit. In the event that Buyer is seeking credit from each Seller, then the terms, conditions, covenants, and representations are made with, to, and in favor of each Seller. Buyer further

acknowledges that it understands and concedes that each Seller is a separate and distinct limited liability company for any and all purposes, legal or otherwise, and that, but for such acknowledgment, Seller(s) would not enter into this Agreement.

Agreed and accepted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Buyer:

MCR Acquisition Company, LLC

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CSI Acquisition Company LLC

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

MRT Acquisition Company LLC

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WCSC Acquisition Company LLC

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CC Acquisition Company LLC

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_