

SAIPAN TRIBUNE

Get the news. Get the message.

The Saipan Tribune is published every Wednesday and Friday in Saipan, Commonwealth of the Northern Mariana Islands.

- Circulation: 3,000 copies (Wednesday); 3,500 (Friday)
- Distribution: Saipan, Rota and Tinian
- Mailing Address: Caller Box AAA-34, Saipan, MP 96950
- Tel. nos. 235-8747; 235-2440; fax: 235-3733

FACSIMILE TRANSMITTAL

TO : Mr. Herman Guerrero FAX NO. : 2350842
 FROM : Gina C. Sanchez DATE : 9/25/95
 SUBJECT : POST CONVENTION COMMITTEE NO. OF PAGES: 3 pages
ADVERTISEMENTS (Including this page)
 ATTENTION : Mr. Herman Guerrero

Please find as herewith attached copies of the Credit Application Form for your completion and signature, please.

We would appreciate if you may fax back the signed/completed copy at the earliest so that we can process corresponding documentation accordingly.

Mr. John del Rosario, on the other hand, already signed all advertising order forms for @ of the placements.

Thank you very much for your kind attention and will await your immediate reply. Best regards.

Please inform us immediately by calling phone no. (670) 235-8747 or 235-6397 if there is any problem receiving this message. Thank you.

Gina

Rec'd 10/10/95-ag

Pacific Publication and Printing, Inc.

dba SAIPAN TRIBUNE

The Saipan Tribune Bldg., Middle Road, Chalan LauLau

Caller Box AAA-34, Saipan MP 96950

Tel.: 235-2440 • 235-6397 • Fax: (670) 235-3733

APPLICATION FOR CREDIT

AMOUNT OF CREDIT APPLIED FOR \$ 7000.

AD CONTRACT REF. NO. 0001 to 0005

For purposes of establishing credit with the Saipan Tribune, the applicant furnishes the following information. Applicant represents and warrants said information is true and correct. In order to maintain such credit, the applicant may be asked to update or supply additional information from time to time at the request of the Saipan Tribune.

Company Name _____ Phone _____

dba _____

Business Location _____

Mailing Address _____

Nature of Business _____

Year Business Was Established _____ Sole Proprietor Partnership Corporation

(If applicant is a corporation, principals must sign Personal Guarantee at the reverse side.)

Person In Charge of Accounts Payable _____

(List name(s) and address(es) of corporate officers, partners or owner)

Name _____ Title _____ SSS# _____

Home Address _____ Home Phone _____

Have you ever filed for bankruptcy? Yes No When _____

Name _____ Title _____ SSS# _____

Home Address _____ Home Phone _____

Have you ever filed for bankruptcy? Yes No When _____

Name _____ Title _____ SSS# _____

Home Address _____ Home Phone _____

Have you ever filed for bankruptcy? Yes No When _____

(TRADE REFERENCES - LIST PRINCIPAL SUPPLIERS)

Vendor/Supplier

Address

Phone

Principal Business Bank _____ Branch _____

Address _____

Officer _____ Phone _____ Acct. No/s. Checking _____

Savings _____

Other _____

FOR SAIPAN TRIBUNE USE ONLY

Approved

Disapproved

Processed by: _____

Credit Committee: _____

Amount \$ _____

CR Officer _____

Date _____

TERMS AND CONDITIONS

In consideration of the agreement of Saipan Tribune to create/place advertisements on account to Applicant in accordance with the terms and conditions set forth below, Applicant hereby agrees to the terms and conditions set forth below.

PAYMENT TERMS: Provided no previous invoices are past due, any discount granted where applicable may be taken if the invoice is paid in full no later than the tenth day of the month following the invoice date. Invoices are due and payable in full no later than the last day of the month following the invoice date. On invoices not so paid, a monthly late payment charge of 1-1/2 percent (or, if lower, the maximum rate permitted by law) will be imposed on the past-due balance until paid. Imposition of the late payment charge shall not affect the right of Saipan Tribune to sue for the collection of the past-due balance plus any accrued late payment charges and additional costs, charges, expenses, and fees as set forth below. Amounts are "paid" when payment is received by Saipan Tribune. If Applicant fails to make any payment when due, or if Applicant's financial condition becomes impaired or unsatisfactory to Saipan Tribune, Saipan Tribune at its option may terminate the unfilled portion of any contract or order or may discontinue ad placements until all past-due payments are made and adequate reassurance of Applicant's financial responsibilities is received. Such actions shall be without prejudice to any other legal rights or remedies of Saipan Tribune. No failure by Saipan Tribune to exercise its rights hereunder shall result in waiver of such rights. These terms and conditions shall be governed by and construed in accordance with C.N.M.I. and other applicable laws.

COLLECTION OF OVERDUE ACCOUNTS: Applicant agrees to pay this account in full in accordance with the terms set forth above. If this account is placed in the hands of an attorney/collection agency for collection or if an action is brought to collect the account or any portion thereof, Applicant agrees to pay court costs, collection charges, and expenses, and a reasonable attorney's fee prior to and at trial and on any appeal.

OTHER CONDITIONS: If Applicant is a sole proprietor or partnership and subsequently changes the form of its business to a corporation, the principals of Applicant shall remain liable for all amounts due hereunder, whether incurred before or after the change in business form, unless Saipan Tribune agrees otherwise in writing. If Applicant is sold or otherwise transferred to new ownership, the obligations of the principals of Applicant as to this account as in effect prior to such sale or transfer shall continue unchanged with respect to all amounts due hereunder, whether incurred before or after said sale or transfer, unless Saipan Tribune agrees otherwise in writing. Applicant authorizes Saipan Tribune to obtain credit and financial information concerning Applicant, its principals, and/or guarantors at any time and from any source. Applicant warrants that the person signing below on behalf of Applicant has carefully read and understands the foregoing application and terms and conditions and is authorized to agree to said terms and conditions by signing below.

Executed at _____ on this _____ day of _____, 19 _____.
(City, State)

Name of Applicant _____
By Herman J. Guerrero
(Authorized signature of owner, partner, or officer)
Title Chair, Post Convention Committee

PERSONAL GUARANTY

In consideration of the sale on account and performance of services to Applicant by Saipan Tribune and/or any of its subsidiaries, the undersigned hereby unconditionally guarantees, and if more than one jointly and severally guarantee, payment upon demand of all indebtedness of Applicant to Saipan Tribune, now existing or hereafter incurred, regardless of whether Saipan Tribune has previously made demand or instituted proceedings against Applicant. In addition, the undersigned undertakes to pay such amounts, including court costs, collection charges and expenses, and attorney's fees, prior to and at trial and on any appeal, as may be incurred by Saipan Tribune in collection of such indebtedness of Applicant from Applicant or from the undersigned. This shall be an open and continuing guarantee and shall continue in force until expressly revoked by written notice from the undersigned received by Saipan Tribune, notwithstanding any change in form of indebtedness or renewals or extensions granted by Saipan Tribune without obtaining any consent thereto. Such revocation shall not in any manner affect the liability of the undersigned as to the now-existing indebtedness or as to any indebtedness contracted prior to receipt by Saipan Tribune of said written notice of revocation. The liability of the undersigned shall not be affected by any settlement, extension, variation of the terms of the obligation of Applicant, or discharge or release of the obligations of Applicant or any interested person by operation of law or otherwise. Notice of acceptance of this guaranty, notices of nonpayment and nonperformance, notices of amount of indebtedness outstanding at any time, presentment, protest, demand, prosecution of collection, foreclosure and possessory remedies, the right to remove any legal action from the court originally acquiring jurisdiction, all other rights to notices and actions by Saipan Tribune and any rights to extension, composition, or otherwise under the Bankruptcy Act, as amended, or under any other state or federal statute, are hereby expressly waived by the undersigned.

This guaranty shall be binding upon the heirs, personal representatives, successors and assigns of each of the undersigned, and the benefits hereof shall extend to and include these successors and assigns of Saipan Tribune and any company associated or affiliated with Saipan Tribune. The death of any of the undersigned shall not release his estate from any liability hereunder, and shall not relieve the others of the undersigned from liability and continuing obligations hereunder. Each of the undersigned authorizes Saipan Tribune to obtain credit and financial information concerning Applicant, its principals and/or guarantors at any time and from any source.

Executed at _____ on this _____ day of _____, 19 _____.
(City, State)

(SIGNATURES MUST BE AS INDIVIDUALS - NOT AS COMPANY OR CORPORATE OFFICIALS)

Signature of Guarantor _____
Home Address _____
Signature of Guarantor _____
Home Address _____
Signature of Guarantor _____
Home Address _____
Signature of Guarantor _____
Home Address _____

PLEASE PROVIDE US WITH A SKETCH OF YOUR BUSINESS LOCATION.

Home Address _____

Witness/Notary Public: _____