

**ESSEX CONCRETE CORPORATION
AYLETT SAND & GRAVEL**

P.O. BOX 127, TAPPAHANNOCK, VIRGINIA 22560

OFFICE: 804-443-2366 FAX: 804-443-1336

WEBSITE: www.essexconcrete.com

CREDIT APPLICATION AND GUARANTY AGREEMENT
(ORIGINAL SIGNED FORM MUST BE RETURNED TO OFFICE)

BUSINESS/INDIVIDUAL NAME _____

MAILING ADDRESS _____ CITY _____ STATE _____ ZIP _____

STREET ADDRESS _____ CITY _____ STATE _____ ZIP _____

TELEPHONE FAX _____ MOBILE _____ OFFICE _____

HOME OFFICE LOCATION _____ CREDIT LIMIT \$ _____

BUSINESS TYPE: CORPORATION SOLE PROPRIETORSHIP INDIVIDUAL
 PARTNERSHIP GOVERNMENT AGENCY NON-PROFIT ORGANIZATION
 LTD PARTNERSHIP—EXPIRES WHEN _____? LLC

TAX EXEMPT? YES (IF YES, CERTIFICATE MUST BE ATTACHED) NO TAX ID # _____

JOB NAME _____ P.O. REQUIRED? YES NO IN BUSINESS SINCE? _____

DO YOU HAVE ANY EXISTING LIENS OR PENDING LAWSUITS AGAINST YOUR COMPANY? _____

WHAT PRODUCTS/SERVICES ARE YOU INTERESTED IN PURCHASING? _____

APPROXIMATE MONTHLY CHARGE? _____ HOW DID YOU FIND OUT ABOUT US? _____

REFERRED BY? _____

COMPANY OFFICERS / OWNERS / PARTNERS / MEMBERS

NAME _____ TITLE _____ SSN _____

HOME ADDRESS _____ PHONE _____

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HOME ADDRESS _____ PHONE _____

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IF YOU ARE NOT A BUSINESS ENTITY, PLEASE COMPLETE THE FOLLOWING:

PRESENT EMPLOYER _____ OCCUPATION _____

MONTHS/YEARS WITH PRESENT EMPLOYER _____ ANNUAL SALARY _____

SPOUSES PRESENT EMPLOYER _____ OCCUPATION _____

MONTHS/YEARS WITH PRESENT EMPLOYER _____ ANNUAL SALARY _____

LEGAL DESCRIPTION AND LOCATION OF WHERE NEW DWELLING IS TO BE

CONSTRUCTED _____

FINANCIAL

CURRENT FINANCIAL STATEMENT ATTACHED? () YES () NO (IF NO, PLEASE ATTACH EXPLANATION)

BANK NAME _____ ADDRESS _____

PERSON HANDLING ACCOUNT _____ PHONE _____

DATE _____ GUARANTOR _____

TRADE / CREDIT REFERENCES

****PHONE AND FAX NUMBERS ARE A MUST****

NAME _____ ADDRESS _____

PHONE _____ FAX _____

NAME _____ ADDRESS _____

PHONE _____ FAX _____

NAME _____ ADDRESS _____

PHONE _____ FAX _____

NAME _____ ADDRESS _____

PHONE _____ FAX _____

CONSTRUCTION LOAN INFORMATION

BANK NAME & ADDRESS _____

CONTACT PERSON _____ PHONE _____ AMOUNT \$ _____

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In consideration credit being extended by Aylett Sand & Gravel / Essex Concrete Corporation to me/us/it, I and/or we certify the truthfulness and veracity of the statements appearing above, and I and/or we guarantee and bind ourselves to the faithful payment of all amounts purchased in the future or now owing, by us or either of us, or any persons, firm or corporation for our benefit, and further, I and/or we bind ourselves to the terms and provisions of payment as hereinafter provided. In addition to the personal guaranty hereinafter provided, if credit is extended to a corporation in which, we either of us, or I am an officer, or with which an interest exists, I and/or we will personally faithfully guarantee the payment of all credit extended to said corporation.

In order to induce Aylett Sand & Gravel / Essex Concrete Corporation to extend credit to the credit applicant, the Guarantor(s) do(es) unconditionally guarantee to Aylett Sand & Gravel / Essex Concrete Corporation the payment, not merely the collection, of all indebtedness of the credit application to Aylett Sand & Gravel / Essex Concrete Corporation, whether existing on the date of this instrument of incurred after such date, and without limitation, the indebtedness includes collection costs and attorney's fees as provided herein and is subject to the terms and conditions herein.

In the event that this account is placed in the hands of a collection agency or an attorney at law to collect the same or any portion thereof, in addition to the amounts owed hereunder, I and/or we agree and promise to pay an attorney's fee or collection fee of 25% of the balance then due the owing. Aylett Sand & Gravel / Essex Concrete Corporation is authorized to investigate credit applicant's credit record and report to the proper persons and bureau credit applicant's performance. **Terms are NET 10.** No finance charge will be imposed on any charges that are paid in full not later than noon on the last working day of the calendar month following the month the purchases were made. **A finance charge will be added to the adjusted balance at the end of each month.**

The adjusted balance is the previous balance minus payments and credits received by noon on the last working day of the month. No payment will be withheld longer than the last working day of the second calendar month following the purchase month. **The amount of finance charges will be determined by multiplying the adjusted balance by the single periodic rate 1-1/2% per month is an annual percentage rate of 18%.** Purchases and/or deliveries are herewith authorized to be made without signature. Purchase of materials will indicate the acceptance of Aylett Sand & Gravel / Essex Concrete Corporation credit terms as provided herein.

It is understood and agreed that materials may be sold and credit extended to credit applicant without notice to guarantors, who hereby waive presentment, demand protest, or evidence of indebtedness other than the routine documentation of account foreseeable to Aylett Sand & Gravel / Essex Concrete Corporation.

All materials when delivered shall become the sole responsibility of the credit applicant thereof and all risks of loss shall be on the credit applicant. Aylett Sand & Gravel / Essex Concrete Corporation shall not be liable and shall have no responsibility in connection with goods or materials placed in or upon credit applicant's vehicle, even if Aylett Sand & Gravel / Essex Concrete Corporation loads or helps load materials in or upon credit applicant's vehicle. Credit applicant hereby waives any and all claims, demands, or rights in connection with losses or liabilities that may arise out of loading materials in or upon applicant's vehicle. It is agreed that all invoices and delivery tickets, whether signed or not, shall be deemed true and accurate unless alleged discrepancies are reported in writing to Aylett Sand & Gravel / Essex Concrete Corporation, P. O. Box 127, Tappahannock, Virginia 22560, within five (5) days of statement date.

If more than one party, each, signs this instrument shall be jointly and severally liable hereunder. This guarantee is a continuous guarantee and may be terminated by the guarantor only by written notice sent certified mail, return receipt requested to, Aylett Sand & Gravel / Essex Concrete Corporation and shall be continuing and unconditional as to all indebtedness prior to the receipt of such notice by Aylett Sand & Gravel / Essex Concrete Corporation. This guarantee shall not be discharged affected by the death of any party, but shall be binding upon the respective heirs, executors, administrators, successor and assigns of all parties hereto. The undersigned hereby waives the benefit of Homestead Exemption as to any obligations.

Officer / Individuals and spouses, please sign without title.

Business / Individual Name (Please Print) _____

Guarantor Signature (SEAL)

Date

Guarantor Signature (SEAL)

Date

Guarantor Signature (SEAL)

Date

Guarantor Signature (SEAL)

Date