

## GUARANTY OF STOCKHOLDER AND OFFICER

To induce Colonial Concrete Company and its affiliates, Premco Concrete and Legge Industries, to sell concrete and related supplies and extend credit for the purchase thereof to the following corporation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(The "Purchaser")*

The undersigned whose name, address (no P.O. Boxes) and SS# is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(The "Guarantor")*

Social Security # \_\_\_\_\_

represents that Guarantor is the owner and holder of issued and outstanding stock of the purchaser and is an authorized officer of the corporation. The Guarantor guarantees to Colonial Concrete Company and its affiliates, its successors and assigns, the payment when due of all sums due or to become due to Colonial Concrete Company and its affiliates, as a result of purchases of concrete and related supplies by the Purchaser as aforesaid. The liability of the Guarantor shall not be affected by any extension, modification, indulgence, compromise, settlement, or variation of any term thereof, or by the discharge or release of the obligation of the Purchaser or of any other person liable for the obligation thereunder by operation of law or otherwise. In the event of any default by the Purchaser or Guarantor as a result of which Colonial Concrete Company and any of its affiliates must institute proceedings to collect on this account, including but not limited to the retention of counsel, bonded collection agency or the institution of suit, the Purchaser and Guarantor agree that it and he/she will pay to Colonial Concrete Company and its affiliates the attorney fees incurred in an amount of 25% of the outstanding balance due, as well as any and all cost of collection, including filing and service fees, expert fees, deposition fees, search, filing and recordation fees.

Notice of acceptance of this guarantee, of nonpayment or nonperformance, of the amount of indebtedness outstanding at the time, of protest, demand, or other remedy availed of hereunder is expressly waived.

\_\_\_\_\_, individually as guarantor.  
*(Signature)*

Dated: \_\_\_\_\_

*\*\*Title after signature does not relinquish personal guaranty  
Interest at the rate of 18% annually will be charged on all accounts past 30 days.*

# CREDIT APPLICATION

DATE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ CELL: \_\_\_\_\_ FAX: \_\_\_\_\_

PRINCIPALS: \_\_\_\_\_

JOB LOCATION: \_\_\_\_\_

BANK: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

ACCOUNT #: \_\_\_\_\_

## REFERENCES:

#1: \_\_\_\_\_ PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

#2: \_\_\_\_\_ PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

#3: \_\_\_\_\_ PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

YEARS IN BUSINESS: \_\_\_\_\_ YOUR SALES PERSON AT COLONIAL: \_\_\_\_\_

Applicant hereby authorizes Colonial Concrete to check Applicant's and Applicant's principals' credit history and trade, bank and personal references (whether or not referenced in his application) for customary credit information, to confirm the information contained on this Application, including but not limited to, sending a copy hereto to the trade and bank references, and to release information to other creditors regarding Applicant's credit experience with Colonial Concrete Company.

\_\_\_\_\_  
Customer's Signature

\_\_\_\_\_  
Print Name

*Interest at the rate of 18% annually will be charged on all accounts past 30 days.*

AUTHORIZATION FOR BANK INFORMATION

BANK: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTN: \_\_\_\_\_

RE: \_\_\_\_\_

ACC#: \_\_\_\_\_

THE CUSTOMER REFERENCED ABOVE WISHES TO OPEN AN ACCOUNT WITH OUR COMPANY AND HE HAS NAMED YOUR BANK AS A CREDIT REFERENCE. YOUR RESPONSE TO THE FOLLOWING QUESTIONS WILL BE HELD IN THE STRICTEST CONFIDENCE.

TYPE OF ACCOUNT: \_\_\_\_\_

DATE ACCOUNT WAS OPENED: \_\_\_\_\_

AVERAGE BALANCE: \_\_\_\_\_

RETURNS, IF ANY: \_\_\_\_\_

OUTSTANDING INDEBTEDNESS: \_\_\_\_\_

CREDIT LINE AVAILABLE: \_\_\_\_\_

\_\_\_\_\_  
CUSTOMER'S SIGNATURE

VERY TRULY YOURS,  
COLONIAL CONCRETE CO.