

GULF COAST READY MIX, L.L.C. APPLICATION FOR CREDIT

Date: _____
 Business Name (exact legal name): _____ (referred to as "Applicant")

Trade Name(s) (if any): _____

Description of Business: _____ Date Business Established: _____

Type of Business: () Corporation () General Partnership () Individual/Sole Prop. () Other (specify) _____

State of Organization/Residence: _____ Federal Tax ID No.: _____

Physical Address: _____

Street
P.O. Box
City
State
Zip

Billing Address: _____

Street
P.O. Box
City
State
Zip

Telephone: (_____) _____ (_____) _____ E-mail: _____

Business
Facsimile
Home

Contractor License No.: _____ D&B Rating (if any): _____

Business Identification (Registration) Number (if known)**: _____ ** (Not Tax ID Number)

Please list Officers (if a corporation of LLC), partners (if a partnership) or individual owner (if a sole proprietorship):

(*) Required only if Applicant is a sole proprietorship or partnership

<u>Name</u>	<u>Title</u>	<u>Home Address(*)</u>	<u>Social Security No. (*)</u>	<u>Date of Birth(*)</u>
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Person(s) authorized to purchase: _____ Purchase Order required? () Yes () No

Has a judgement ever been filed against Applicant? () Yes () No (If yes, please explain on a separate sheet)

Is Applicant a defendant in any legal actions? () Yes () No (If yes, please explain on a separate sheet)

Has Applicant ever filed for or declared bankruptcy? () Yes () No (If yes, please explain on a separate sheet)

Is Applicant sales tax exempt? () Yes () No (If yes, please attach a copy of your exemption certificate(s) stating the rule(s) applicable and listing your tax number)

Financial Information: **PLEASE ATTACH A COPY OF A CURRENT FINANCIAL STATEMENT**

<u>Name</u>	<u>Address</u> (Include City, State, Zip)	<u>Telephone No.</u>	<u>Account No.</u>
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Trade _____

Reference _____

<u>Name</u>	<u>Address</u> (Include City, State, Zip)	<u>Telephone No.</u>	<u>Account No.</u>
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Bank _____

Reference _____

For purposes of obtaining credit, Applicant and each other person signing below certifies that all information in this application is true and correct and accurately describes the financial condition of Applicant as of the date shown, and that there has been no material change since then. Applicant and each other person signing below grants permission to Gulf Coast Ready Mix, L.L.C., its subsidiaries and affiliates (collectively "Gulf Coast"), to verify all information in this application and to obtain credit reports concerning Applicant and such other persons from time to time for such purposes as Gulf Coast deems appropriate, including, without limitation, to assist Gulf Coast in making a credit decision, to review the account of Applicant and/or such other persons and to assist in taking collection activity. Applicant and each other person signing below grants permission to their respective present and former creditors to provide all information request by Gulf Coast. Applicant and each other person signing below grants permission to Gulf Coast, and by signing below hereby instructs Gulf Coast in writing to furnish all or any portion of the information in this application to any current or prospective creditor of the Applicant and/or each other person signing below. Applicant and each other person signing below hereby releases all claims against Gulf Coast, and their respective present and former creditors, for all acts or omissions which occur in verifying the above information. This is not a commitment to lend. All Applicants are subject to approval by Gulf Coast. If, and only if, Applicant is approved by Gulf Coast, the terms set forth on the reverse side of this application shall apply to all obligations of Applicant to Gulf Coast, except to the extent otherwise agreed to by Gulf Coast. Applicant and each other person signing below agrees to the terms on the reverse side of this application.

IF YOUR APPLICATION FOR CREDIT IS DENIED, you have the right to a written statement of the specific reasons for denial. To obtain the statement, please contact Credit Manager, Gulf Coast Ready Mix, L.L.C., 8778 West Jump Court, Homosassa, FL 34448, within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for denial within 30 days of receiving your request.

NOTICE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of national origin, sex, marital status or age (provided Applicant has the capacity to enter into a binding contract), or because all or part of the Applicant's income derives from any public assistance program or because the Applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington D.C. 22058

Signature of Auth. Officer/Partner/Owner	Title	Signature of Auth. Officer/Partner/Owner	Title
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Print Name of Signing Individual	Print Name of Signing Individual
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In the event Applicant is approved by Gulf Coast, and except to the extent otherwise agreed to by Gulf Coast with respect to any particular transaction, the following terms shall apply generally to all other obligations of the Applicant to Gulf Coast. Payment: Payments are due and payable on or before the fifteenth of the month following invoice date (payment date). Cash discount shown on invoice is allowed for invoices paid in full on or before the tenth day of the month following invoice date so long as prior invoices are paid in full and any other obligations of Applicant (and any subsidiary or affiliate of Applicant) to Gulf Coast are not in default. Any amount not paid when due will be subject to a service charge computed at a daily rate of one and one-half percent (1.5%) per month or the maximum amount allowed by law, whichever is less, until payment is made. Applicant will on demand pay to Gulf Coast as applicable, all costs and expenses (including without limitation legal expenses and reasonable attorney's fees - whether trial, appellate or bankruptcy proceedings or otherwise) incurred by such parties in collecting any amount due from Applicant or enforcing any obligation of Applicant, whether or not any legal proceeding is commenced in connection therewith. All obligations of the Applicant to Gulf Coast are due and payable at the address indicated on the applicable invoice or statement. The validity, construction, interpretation and administration of this application and all agreements between Applicant and Gulf Coast shall be governed by the laws of the State of Florida, without regard to its law governing choice of law or conflict of law. APPLICANT AND EACH OTHER PERSON SIGNING THIS APPLICATION CONSENTS TO THE PERSONAL JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF FLORIDA IN CONNECTION WITH ANY CONTROVERSY INVOLVING OR RELATED TO THIS APPLICATION AND ANY OTHER AGREEMENT BETWEEN APPLICANT AND GULF COAST, WAIVES ANY ARGUMENT THAT VENUE IN SUCH FORUMS IS NOT CONVENIENT, AND AGREES THAT ANY LITIGATION INITIATED BY APPLICANT OR ANY OTHER PERSON SIGNING THIS APPLICATION IN CONNECTION WITH THIS APPLICATION OR ANY AGREEMENT BETWEEN APPLICANT AND GULF COAST SHALL BE VENUED IN THE STATE COURT SITTING IN CITRUS COUNTY, FLORIDA OR FEDERAL COURTS SITTING IN HILLSBOROUGH COUNTY, FLORIDA. APPLICANT AND EACH OTHER PERSON SIGNING THIS APPLICATION KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH, THIS APPLICATION OR ANY OTHER AGREEMENT RELATING HERETO. If, at the sole discretion of Gulf Coast, it becomes apparent that Applicant is or will be unable to meet its financial obligations to Gulf Coast, or if Applicant fails to comply with the terms and conditions imposed by this agreement or any other agreement between Applicant and Gulf Coast, Gulf Coast shall have the right in its sole discretion to demand payment in advance or demand satisfactory security. A facsimile, electronic representation or copy of this application shall be enforceable as an original.

GUARANTY

The undersigned, jointly and severally, general, absolute, unconditional, and personally guarantee to Gulf Coast Ready Mix, L.L.C. ("Gulf Coast") the punctual payment and prompt performance of all terms, provisions and conditions of any and all liabilities or obligations of the Applicant to Gulf Coast whether now existing or hereafter arising and whether evidenced by written agreement, open account, or otherwise. If the Applicant defaults in the payment and performance of its obligations to Gulf Coast in any manner, Gulf Coast may demand payment in full of all obligations due from the Applicant without first proceeding against the Applicant or liquidating any security. The undersigned further agrees to be bound by and on demand to pay any deficiency established by a sale or any collateral held, with or without notice. The undersigned hereby waives notice of acceptance of this Guaranty, notice of default by the Applicant, and presentment, protest and demand, and notice of protest and demand, or any of them with respect to any note or notice of default by the Applicant or any note or other instrument or agreement to which the Applicant may be a party. The undersigned expressly agrees to remain bound under this Guaranty notwithstanding Gulf Coast's extension of time, or performance to the granting of, or any other indulgence to, or any other modification of any obligation of the Applicant, and/or acceptance alteration or release of any security, whether provided by the Applicant or any other person. The undersigned further agrees to be bound by and on demand to pay Gulf Coast any and all sums that a trustee or debtor might recover from Gulf Coast under the United States Bankruptcy Code, as now existing or hereafter amended, and the undersigned waives any and all rights of subrogation and/or contribution. If more than one party signs this Guaranty, all obligations and liabilities created shall be the joint and several obligation and liability of each of said parties. This Guaranty is unlimited in amount and is a continuing, indivisible, and cumulative guarantee. Revocation of the Guaranty shall be effective as of ten (10) days from the receipt of written notice revocation sent by the undersigned by registered mail to Gulf Coast, provided that the liability of the undersigned shall continue with respect to any obligation of the Applicant incurred prior to the effective date of such revocation. No revocation hereof shall be effected by the withdrawal of any of the undersigned as a stockholder, partner, officer, director, or employee of the Applicant, or by the death of any of the undersigned. This Guaranty is fully enforceable irrespective of any defenses the Applicant may assert including but not limited to failure of consideration, breach of warranty, payment, statute of limitations, accord and satisfaction, and usury. The undersigned agrees on demand to pay to Gulf Coast, as applicable, all costs and expenses (including without limitation legal expenses and reasonable attorney's fees incurred by such parties relative to collection of the indebtedness due and owing whether or not any legal proceeding is commenced in connection therewith and, if legal proceedings are commenced, whether or not incurred in connection with trial or appellate proceedings, bankruptcy proceedings or otherwise. The validity, construction, interpretation of this guaranty shall be governed by the laws of the State of Florida, without regard to its law governing choice of law or conflict of law. THE UNDERSIGNED CONSENTS TO THE PERSONAL JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF FLORIDA IN CONNECTION WITH ANY CONTROVERSY INVOLVING OR RELATED TO THIS GUARANTY, WAIVES ANY ARGUMENT THAT VENUE IN SUCH FORUMS IS NOT CONVENIENT, AND AGREES THAT ANY LITIGATION IN CONNECTION WITH THIS GUARANTEE SHALL BE VENUED IN THE STATE COURT SITTING IN CITRUS COUNTY, FLORIDA OR FEDERAL COURTS SITTING IN HILLSBOROUGH COUNTY, FLORIDA. THE UNDERSIGNED KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THIS RIGHT TO TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS GUARANTY. Guaranty shall inure to the benefit of Gulf Coast, their respective successors and assigns, and shall be binding upon the undersigned and their respective successors, representatives and assigns. The undersigned hereby certifies that he or she has initiated this request for credit from Gulf Coast in connection with this business transaction based upon a legitimate business need. Although the undersigned's request for credit is solely for business purposes, the undersigned hereby authorizes Gulf Coast to request, obtain and use consumer credit reports regarding the undersigned's individual credit from any consumer reporting agency. This Guaranty shall not be modified except by instrument in writing signed by the undersigned and a duly authorized officer of Creditors. Unless the Guarantor is a corporation, the signature below is the personal signature of that person, and this is the personal guaranty of that person regardless if that person is identified in any other capacity. A facsimile, electronic representation or copy of this Guaranty shall be enforceable as an original, and this Guaranty may be executed and enforced in counterparts. This Guaranty is dated as of the date first written on the reverse side hereof.

Witness:

Print Name

Signature

Guarantor:

Print Name

Signature