



HEMPT BROS., INC.

205 CREEK ROAD • P.O. BOX 278 • CAMP HILL, PA 17001-0278
TELEPHONE: (717) 737-3411 FAX: (717) 761-5019
CONSTRUCTION FAX: (717) 761-0635

- CRUSHED STONE
- SAND • GRAVEL
- TRANSIT MIXED CONCRETE

- ASPHALT PAVING MATERIAL
- DRAINAGE • PAVING
- EXCAVATION
- STREET AND DRIVEWAY CONSTRUCTION

PLEASE COMPLETE IN FULL

SALESMAN _____ ACCOUNT NUMBER _____

NAME _____ TYPE OF BUSINESS _____

AP CONTACT _____ TELEPHONE _____

FAX _____

HOME ADDRESS

BUSINESS ADDRESS

BANKING

NAME _____

BRANCH ADDRESS _____

ACCT # _____

CONTACT _____

TELEPHONE _____

FAX OR EMAIL _____

PRINCIPALS NAMES, ADDRESSES, BIRTHDATE, AND SOCIAL SECURITY NUMBER

MARRIED YES _____ NO _____ SPOUSE'S NAME _____

TAX EXEMPT _____ IF YES PLEASE ATTACH EXEMPTION FORM

PROJECT NAME _____ BONDED _____ FINANCING THROUGH _____

VOLUME OF MATERIALS _____ OR CREDIT LINE REQUESTED _____

TRADE REFERENCES

NAME _____ ADDRESS _____

CITY _____ STATE _____ ZIP _____

CONTACT _____ PHONE _____

FAX OR EMAIL _____

NAME _____ ADDRESS _____

CITY _____ STATE _____ ZIP _____

CONTACT _____ PHONE _____

FAX OR EMAIL _____

NAME _____ ADDRESS _____

CITY _____ STATE _____ ZIP _____

CONTACT _____ PHONE _____

FAX OR EMAIL _____

I HEREBY AUTHORIZE _____ BANK TO RELEASE INFORMATION FOR THE PURPOSE OF OBTAINING AND /OR REVIEWING CREDIT. I/WE ACKNOWLEDGE THAT HEMPT BROS., INC. ASSESS DELINQUENCY CHARGES AT THE RATE OF 1% PER MONTH ON ALL PURCHASES NOT PAID WITHIN THE TERMS OF THIS CREDIT ACCOUNT AND FURTHER ACKNOWLEDGE THAT SHOULD HEMPT BROS., INC. HAVE TO PROCEED TO COLLECT THIS ACCOUNT, HEMPT BROS., INC. SHALL BE ENTITLED TO COLLECT, IN ADDITION TO ALL SUMS DUE AND SERVICE CHARGES ACCRUED, ALL COSTS OF COLLECTION INCLUDING ITS REASONABLE ATTORNEY'S FEES AND BY SIGNING THIS APPLICATION AGREE TO BE RESPONSIBLE FOR ALL CHARGES AND COSTS OF COLLECTION.

SIGNED _____ DATE _____ TITLE _____

INSTRUCTIONS: All principals and their spouses must insert their names on Page 1 in the location as indicated; insert the name of the company seeking credit from Hempt Bros., Inc.; and sign on Page 2 where indicated. All credit applications will not be processed until the Personal Guaranty is completed properly.

PERSONAL GUARANTY

_____ (Insert name(s) of individual(s) who are providing guaranty); hereinafter referred to as "Guarantor(s)", in consideration of Hempt Bros., Inc., providing materials to _____

(Insert name of company or corporation seeking credit account) hereinafter referred to as "Obligor," the Guarantor(s) hereby individually, jointly and severally, unconditionally guarantee to Hempt Bros., Inc. the full and prompt performance and payment by Obligor for all obligations which Obligor may have to Hempt Bros., Inc. under any credit account or otherwise. Guarantor(s) unconditionally guarantees payment to Hempt Bros., Inc. for all obligations which Obligor may have to Hempt Bros., Inc. and for payment when due of all sums owed by Obligor to Hempt Bros., Inc.

CONTINUING GUARANTY: For purposes of this Guaranty, all sums owed by the Obligor are unconditional and guaranteed and shall be deemed to become immediately due and payable if:

- A. Obligor defaults in any of its obligations to Hempt Bros., Inc.;
- B. A petition under any Chapter of the Bankruptcy Act or the appointment of a receiver of any part of the property of Obligor is filed against Obligor and not dismissed within thirty (30) days;
- C. Obligor files a petition for bankruptcy;
- D. Obligor makes a general assignment for the benefit of creditors or suspends business or commits any act amounting to a business failure;
- E. An attachment which is levied or a tax lien filed against any of Obligor's property.

This is a continuing guaranty and indemnity agreement and shall be deemed to be effective and binding on the Guarantor and shall not be impaired or affected by:

- A. New agreements, modification of agreements, renewals or waiver of default as to an existing or future agreement of Obligor or extensions of credit to Obligor;
- B. Adjustments, compromises or releases of any obligation of Obligor as between Hempt Bros., Inc. or as between Obligor and any third party;
- C. Fictitiousness, incorrectness, invalidity or unenforceability for any reason of any instrument of writing;
- D. Extensions, moratoria or other relief granted Obligor pursuant to any statute presently in force;
- E. Interruptions in business relations;
- F. Lack of notice to any obligor;
- G. Delay in making demand on Obligor for payment pursuant to this Guaranty.

AMOUNT OF LIABILITY: The amount of Guarantor's liability shall be in an amount equal to the actual credit extended to Obligor and/or any and all other amounts due by Obligor to Hempt Bros., Inc.

JOINT AND SEVERAL OBLIGATION: The obligations hereunder of each of the undersigned Guarantors are joint and several and shall be binding on their respective heirs and personal representatives. The failure of any person to sign this Guaranty and indemnity shall not affect the liability of any other Guarantor herein.

TERMINATION OF LIABILITY: Any Guarantor may terminate his or her respective obligations hereunder as to then future transaction between Hempt Bros., Inc. and Obligor provided that they give written notice to Hempt Bros., Inc. by registered mail at 205 Creek Road, Camp Hill, Pennsylvania, 17011, provided, however, that such termination shall not affect either his/her liability hereunder with respect to any obligations of Obligor to Hempt Bros., Inc. incurred prior to receipt of such notice, nor shall it affect the continuing liability of any other Guarantor who has not given notice.

PAYMENT OF COSTS: In addition to all other liability of Guarantor, Guarantor agrees to pay Hempt Bros, Inc. all costs and expenses including, but not limited to, reasonable attorney's fees and costs which may be incurred in the enforcement of this Guaranty and Obligor's obligations to Hempt Bros., Inc.

ASSIGNMENT OF GUARANTY AND INDEMNITY: This Guaranty and indemnity is assignable and shall be construed liberally in favor of Hempt Bros., Inc. and shall inure to the benefit of the successors and assigns of Hempt Bros., Inc. If Obligor shall default in the performance of any of Obligor's obligations to Hempt Bros., Inc. and if any third party makes any payment to Hempt Bros., Inc. with respect thereto, such third party shall, to the extent of payment, be subrogated to all rights of Hempt Bros., Inc. against Obligor and Guarantor.

This Guaranty is entered into this _____ day of _____, 20____ and is being executed and delivered to Hempt Bros., Inc. in regard to transactions between Hempt Bros., Inc. and Obligor, and is not a consumer transaction.

ALL PRINCIPALS AND THEIR SPOUSES MUST SIGN THIS GUARANTY IN ACCORDANCE WITH INSTRUCTIONS PROVIDED ABOVE.

Witness

PRINCIPAL

Address _____

Witness

PRINCIPAL/SPOUSE

Address _____

Witness

PRINCIPAL

Address _____

Witness

PRINCIPAL/SPOUSE

Address _____
