

Wake Stone Corporation

Quarry Phone Numbers:
919/266-9266—Knightdale
919/677-0050—Triangle
919/775-7349—Moncure
252/985-4411—Nash County
843/756-3400—N. Myrtle Beach

Locations:
U.S. 64 Bus. East, Raleigh, N.C.
I-40 at Harrison Ave., Cary, N.C.
U.S. 1 at Deep River, Moncure, N.C.
SR 1527 at I-95, Gold Rock, N.C.
3990 Hwy. 9 Bus. East, Loris, S.C.

Business Office Address:
P.O. Box 190
Knightdale, N.C. 27545
919/266-1100
Fax 919/266-1149
www.wakestonecorp.com

COMMERCIAL CREDIT APPLICATION

Date: _____

Company and/or Customer Name: _____

Legal Status: Proprietorship Partnership Corporation LLC LLP

Federal Tax ID: _____

Person(s) Authorized To Purchase/Order: _____

What requirements are needed for a purchase? Purchase Order Job Number Description Other

Has the corporation or any of the principals of the business ever filed for Bankruptcy? Yes No

If so, when: _____ Date business started: _____

Mail Invoices and Statements to: _____
Address City State Zip

Local Office Address, if any: _____
Address City State Zip

PRINCIPAL(S) INFORMATION:

| | | |
|--------------------|-----------------------|-----------------------|
| Telephone Numbers: | Home Office: _____ | Local Office: _____ |
| | Fax: _____ | Fax: _____ |
| | Officer Name: _____ | Office Name: _____ |
| | Title: _____ | Title: _____ |
| | Home Telephone: _____ | Home Telephone: _____ |
| | Mobile Phone: _____ | Mobile Phone: _____ |
| | Soc. Sec. #: _____ | Soc. Sec. #: _____ |

| <u>Trade References</u> | <u>Address</u> | <u>Phone #</u> | <u>Fax #</u> |
|-------------------------|----------------|----------------|--------------|
| 1. | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ |

A. The information given herein is offered as a request by the applicant for an extension of credit for commercial business use only. The applicant authorizes WAKE STONE CORPORATION or its agents to make inquiry into any and all matters set forth in this application, to obtain oral or written credit reports from any credit agency for gathering information necessary for the evaluation of applicant's credit worthiness and financial responsibility. Applicant further authorizes the Trade References listed herein to release to WAKE STONE CORPORATION or its agents any information concerning the credit or financial status individually, or on the business, partnership, or corporation. These authorizations are continuing in nature, and may be exercised in connection with any update, renewal, or extension of credit under this agreement.

(OVER)

- B. Customer Information: All material is shipped with a delivery ticket. A priced invoice will be mailed to the appropriate address. Accounts are summarized on the last day of the month and statements are mailed on the first (1st) with payment in full due by the tenth (10th).
- C. The applicant agrees, as evidenced by the signature found below, to pay for all purchases according to the terms and conditions as set out in the Agreement and in the invoices, inclusive of any subsequent revisions to the terms and conditions, issued by WAKE STONE CORPORATION, and said terms shall become part of any sales agreement, purchase orders or other documents unless specifically approved in writing by WAKE STONE CORPORATION.
- D. The applicant further agrees to pay all invoices within 30 days from date of purchase. In the event it becomes necessary to place an account with an outside collection agency, or attorney, for collection, suit or other legal action, the applicant agrees to pay all cost of such proceedings, including reasonable attorneys fees.
- E. It is also understood that WAKE STONE CORPORATION may impose a finance charge or late charge as a penalty for late payment. In this event, applicant agrees to pay a one and one-half percent (1 ½%) late charge per month on all past due balances. This is a maximum A.P.R. of eighteen percent (18%). In conformity with N.C. Gen. Stat. 24-5, the aforementioned rate also applies after judgement. Failure by WAKE STONE CORPORATION to levy a finance or late charge shall not be construed as a waiver unless specifically agreed to in writing.
- F. Any dispute arising under this Agreement shall be governed by the laws of the State of North Carolina. Applicant and principal(s) agree(s) as evidenced by their signature(s) below that commencement of any action shall be brought in Wake County, North Carolina unless otherwise required by the laws of the State of North Carolina.

Principal(s) Print and Sign Below:

Name: _____ Signature: _____ (Seal) Title: _____
 Name: _____ Signature: _____ (Seal) Title: _____
 Name: _____ Signature: _____ (Seal) Title: _____
 Date: _____

PERSONAL GUARANTY

The undersigned, in consideration of the extension of credit to the applicant, do hereby, jointly and severally, personally guarantee the full and immediate prompt payment to WAKE STONE CORPORATION of all indebtedness heretofore or hereafter incurred for the purchase of materials supplied to _____. This guarantee shall not be affected by the amount of credit extended or any change in the form of said indebtedness. Notice of extension of credit and any right to demand that WAKE STONE CORPORATION proceed against the principal debtor is hereby waived. This guarantee may only be revoked by written notice to WAKE STONE CORPORATION served via certified or registered mail, and any such revocation shall become effective 30-days after receipt of said written revocation. Any revocation does not revoke the obligation of the guarantor(s) to provide for prompt payment for indebtedness incurred prior to the effective date of the revocation, including the principal amount, interest, costs, and such reasonable attorneys fees as shall be incurred pursuant to this guarantee and under any contract evidencing the indebtedness guaranteed herein.

The undersigned does hereby agree to the terms of credit, finance charges, and does hereby guarantee all indebtedness.

Witness: _____ Guarantor's Signature: _____ (Seal)
 Witness: _____ Guarantor's Signature: _____ (Seal)
 Date: _____

A listing of stone sizes and current prices are available upon request. Thank you for your application.

| <i>Official Use Only</i> | | | | |
|--------------------------|-------------------|-------------|------------|-------------------|
| | <u>Customer #</u> | <u>Code</u> | <u>C/L</u> | <u>Checked By</u> |
| 1. | _____ | | 3. | _____ |
| 2. | _____ | | 4. | _____ |