

# CON-AGG

COMPANIES

RAZORBACK CONCRETE COMPANY AND RAZORROCK MATERIALS COMPANY ("RAZORBACK")  
PLEASE RETURN BY FAX TO 573.446.0147

For BUSINESS ACCOUNTS:

For INDIVIDUAL ACCOUNTS:

Name of Business - Applicant

Name of Individual - Applicant

Address

Address

City, State

Zip

City, State

Zip

Phone (include area code)

Fax

Phone (include area code)

Fax

Federal ID#

Social Security #

Form of Organization: \_\_\_\_\_ Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation

Tax Exempt? \_\_\_\_\_

BUSINESS AND INDIVIDUAL APPLICANTS PLEASE COMPLETE THE FOLLOWING:

Bank

Contact

Phone

Amount of Credit Requested: \$ \_\_\_\_\_

Purpose:

CREDITORS (name, address, phone and fax number)

THIS SIDE FOR OFFICE USE ONLY, PLEASE

#1

#1

#2

#2

#3

#3

LIST APPLICANT'S OWNER(S)/OFFICERS/PARTNERS/MEMBERS:

NAME

TITLE

ADDRESS

CELL PHONE

SSN

NAME

TITLE

ADDRESS

CELL PHONE

SSN

NAME

TITLE

ADDRESS

CELL PHONE

SSN

**TERMS OF CREDIT AGREEMENT**

1. Applicant agrees that payment of all amounts due and owing to Razorback shall be made not later than thirty (30) days after the date shown on each invoice.
2. Applicant agrees that this agreement and the personal guarantee shall be subject to and governed by the laws of the State of Arkansas. Further, in the event any dispute results in litigation between the parties, Applicant and Razorback consent irrevocably to the jurisdiction of any state or federal court sitting in Crittenden County, Arkansas.
3. Upon default in payment of Applicant's account(s) and demand by Razorback's attorneys, Applicant and any Guarantor agree that Applicant and any Guarantor shall be liable for Razorback's attorney fees, and, if any legal action or other proceeding is brought for the enforcement of this agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with any provisions of this agreement and such action is successful, the prevailing party shall be entitled to recover reasonable attorneys' fees (in no event less than one-third of the amount in dispute), court costs and all reasonable expenses from the unsuccessful parties, even if not taxable or assessable as court costs incurred in that action or proceeding including the cost of any appeals of such action or proceeding in addition to any other relief to which such party may be entitled.
4. Applicant agrees to pay interest on each invoice at the rate of 6.0% per annum.
5. Applicant agrees that Razorback is authorized to obtain a consumer report and make inquiry on the applicant and any person signing this application and personal guarantee.

I have answered the questions in this application fully and truthfully. All information submitted along with the application is true. Further, applicant, its agents and guarantors agree to all terms set out above.

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Applicant's authorized agent**

**PERSONAL GUARANTEE MUST BE SIGNED BY ALL CORPORATE OFFICERS OR LLC MEMBERS)**

As consideration for credit by Razorback to the Applicant, whether Applicant is an individual, proprietorship, partnership, corporation, or other entity, the undersigned Guarantor(s) guarantee payment, when due, of all Applicant's accounts and, further, agrees to be bound as Guarantor to the Terms of Credit Agreement set out above. The undersigned Guarantor(s) waive all notice of acceptance of this guarantee, notice of extension of credit to applicant, presentment, and demand for payment on applicant, protest and notice to undersigned Guarantor or Guarantors of dishonor or default by applicant or with respect to any security held by Razorback, extension of time of payment to applicant, acceptance of partial payment or partial compromise, all other notices to which the guarantor(s) may be entitled. Absent written permission by creditor, this personal guarantee may not be revoked.

**X** \_\_\_\_\_

**X** \_\_\_\_\_

**X** \_\_\_\_\_

**X** \_\_\_\_\_

Date: \_\_\_\_\_