

HARD ROCK MATERIALS, INC.

4410 Industrial Park Road
Green Cove Springs, FL 32043
(904) 284-1377
Fax: (904) 284-6677

APPLICATION FOR BUSINESS CREDIT AND AGREEMENT

Your Sales Representative, If Known:

Section I Date:

Note: Failure to sign or fill out the application completely will cause delay

Legal business name (Applicant)			
Business Street address (NO P.O. boxes please)			
Business mailing address (if different from above)			
City	State	Zip	Years in business
Phone () () ()	Mobile Phone () () ()	Fax No. () () ()	Pager No. () () ()
Check one <input type="checkbox"/> Individual <input type="checkbox"/> Partnership (state of organization) <input type="checkbox"/> Corporation (state of organization)			
Purchase Order Required: <input type="checkbox"/> Yes <input type="checkbox"/> No		Are you tax exempt? <input type="checkbox"/> Yes <input type="checkbox"/> No	
		If Yes Attach tax exemption Certificate Card	
		Federal ID No.	
Principal Bank		Branch	Phone No. Account No.

Attach a current audited financial statement. If self-employed 3 years or less include 2 years of Federal Income Tax 1040 forms

Section II - Owners or Officers

Name	Title	Social Security No.
Home address (NO P.O. boxes please)		No. of Years Home phone () () ()
Name	Title	Social Security No.
Home address (NO P.O. boxes please)		No. of Years Home phone () () ()

Section III

Trade references. Please provide at least four building material references covering the number of years stated in business.

Name	City, State	Phone No. () () ()	Fax No. () () ()
Name	City, State	Phone No. () () ()	Fax No. () () ()
Name	City, State	Phone No. () () ()	Fax No. () () ()
Name	City, State	Phone No. () () ()	Fax No. () () ()

1 Have you or any officers of the company ever done business under another name and/or in a different state? If so, name and address:	<input type="checkbox"/> Yes <input type="checkbox"/> No
2 Have you or any officers of the company ever filed personal or corporate bankruptcy in the last 7 years? If so, when and where?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3 Have you or any of the officers of the company ever done business with Hard - Rock Materials, Inc. before? When and under what name?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Applicant has read and hereby agrees that the Agreement is subject to the terms and conditions listed on the reverse side, including the personal guaranty, which are incorporated, and an integral part of this Agreement. The person(s) signing below warrants and represents that he/she has the authority to enter into this Agreement on behalf of the Applicant. The signature(s) below constitute the acknowledgement of receipt of the terms and conditions, and that Applicant is bound to same even if such is not returned to Hard - Rock Materials, Inc. with the signed Agreement.

Applicants Signature (1)	Applicants Signature (2)
Title	Title
Printed Name of signer	Printed Name of signer
Date of Signature	Date of Signature

Principal Bank	Branch	Phone No.	Account No.
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1. General: This Agreement ("Agreement") governs your business credit account ("Account") for purposes of purchasing ready-mix concrete and other related products ("Products") from Hard Rock Materials, Inc., a Florida corporation ("Company"). In this Agreement and in your billing statements ("Statements"), "we", "us", and "our" mean the Company, or its Affiliates; "you" and "your" mean the person or entity that signs the application or on whose behalf the application is signed, the business on whose behalf the Account was opened, each person guaranteeing payment of the Account pursuant to the application (the "Guarantor") and each other person authorized to make purchases under the Account. The effective date ("Effective Date") of this Agreement will be the earlier of (i) the date you submit an Account application that is approved by us, or (ii) the first date that you or someone authorized by you uses the Account. Please read and keep this Agreement for your records.

2. Binding Contract: You have requested that we establish this Account for your business and agree to be bound by this Agreement.

3. Payment: If this Credit Application is accepted by the Company, you will pay us in full for all credit that we extend on your Account and all other amounts owed to us under this Agreement on or before the due date for payment, and you will be responsible for all charges made by any person(s) authorized to use your Account. In particular, you will pay us interest on any amounts that are unpaid after the due date for payment at an interest rate equal to the lesser of (a) one and one-half percent per month; or (b) the highest rate allowed by law.

4. Proper Use: You will not use your Account to pay amounts you owe us on this Account or on other accounts you have with us.

5. Acknowledgements: You acknowledge and agree that:

(i) we may occasionally approve a transaction that causes your Account balance to exceed your Credit Limit without waiving any of our rights under this Agreement;

(ii) you are required to pay the portion of your balance that exceeds your Credit Limit each month;

(iii) we may decline to authorize any transaction on your Account;

(iv) we may, at any time, and subject to applicable law, change, add or delete provisions of this Agreement or terminate your Account.

We may also terminate your right to make future purchases or change your Credit Limit, interest rates and fees at any time in accordance with applicable law;

(v) a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of this Agreement; and,

(vi) we may contact you with respect to any matters relating to your Account at any cell phone number provided to us by you.

6. Credit Review and Credit Reporting: You hereby authorize the Company to obtain any and all information we deem necessary from any and all sources, including without limitation credit reporting agencies, trade references, banks or other financial institutions. If we provide a negative credit report regarding your credit record with the Company and you believe that we have reported inaccurate information about you to a credit bureau, you will call us at our number listed in this Agreement and in doing so, will identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, we may ask that you send us a copy of that report as well.

7. Address Changes: You will notify us promptly if you change your address and/or your phone number(s), and we may send Statements and other notices to the address we have for you in our records until we have a reasonable opportunity to update our records with any new address for you.

8. Purchase Balance: No finance charges for Purchases are assessed for each billing period where: (A) all Purchases made during the billing period are paid by the due date on the Statement for that billing period (the due date is 25 days from the Statement date); and either (B) the Account balance at the beginning of the billing period is zero, or (C) the non-zero Account balance at the beginning of the billing period is paid during the billing period. For all other billing periods, each day during a billing period, we will calculate a "Daily Balance" on your Account. To do this, we take the opening balance for that day, add any Purchases and fees posted to the Account on that day, add any other debits processed that day and subtract any payments received by us or other credits issued on that day to arrive at a Daily Balance. We then multiply the Daily Balance by the applicable daily periodic rate to obtain a finance charge for that day, and add it to the Daily Balance. The Daily Balance plus any finance charges that accrued during that day constitute the opening Account balance for the following day. At the end of the billing period, we add the finance charges that accrued each day to get the total finance charges for the billing period.

9. Additional Fees: You agree to pay the following fee: **NSF/Returned Check Fee:** A Returned Check Fee of **\$35.00** may be charged, if any check or other instrument sent to us, or any electronic payment authorization you provide us for payment on your Account, is not honored upon first presentment even if the check, instrument, or electronic payment authorization is later honored.

10. Minimum Payments: You must pay at least the Total Minimum Payment by the Payment Due Date shown on the Statement. You may pay more than the Total Minimum Payment at any time. Your Total Minimum Payment will be the sum of: (A) the greater of (i) \$25.00 or (ii) 1/12th of the new balance ("New Balance") shown on your Statement rounded up to the next whole dollar, plus (B) any past due amounts. The billing period covered by each Statement is approximately 30 days.

11. Delivery of Payments: All payments must be mailed or delivered to us at the address shown on your Statement or as otherwise permitted and set out on your Statement (the "Payment Options"). You understand, however, that payments may not be made, and may not be deemed received by us, if not made in accordance with the Payment Options. Any payments received after business hours on any business day, or on any day other than a business day, will be credited on the next business day. Although we credit your payments in the manner described above, we may delay restoring credit available on your Account in the amount of your payment. All credits for payments to your Account are subject to final payment by the institution on which the item was drawn.

12. Default Under Agreement:

We may declare you in default if you:

(a) fail to make at least the Total Minimum Payment when due;

(b) violate any other term of this Agreement;

(c) become the subject of a bankruptcy or insolvency proceeding;

(d) default under any agreement that you have with us;

(e) fail to make a minimum payment to any other creditor when due; or

(f) if we in good faith believe that the prospect of your performance of your obligations under this Agreement is impaired.

After your default, and subject to the limitations of applicable law, we may:

(i) reduce your Credit Limit on your Account;

(ii) terminate your Account;

(iii) require immediate payment of your entire Account balance;

(iv) bring an action to collect all amounts owed;

- (v) retain, as liquidated damages, any and all materials processed by us; and/or
- (vi) take any action allowed by law.

If, after your default, we refer your Account for collection to a lawyer, you will pay, to the extent permitted by applicable law, our collection costs, including court costs and reasonable legal fees.

13. Use of Information: Personal information provided by you in your application for an Account, in connection with such an Account or obtained subsequently from any source with your consent (collectively the "Information"), is maintained in a separate customer file (the "File") and: (a) used, from time to time, in furtherance of the credit process, including to obtain and exchange credit information from and with credit reporting agencies, credit references and other sources with whom you have or may expect to have financial dealings to underwrite and approve the Account; (b) used to enter into, maintain and carry out this Agreement; or (c) disclosed to a potential buyer as part of a sale of all or part of the Company's business or the Company's portfolio of Accounts (collectively the "Purposes"). We may transfer some or all of the Information to external service providers who process the Information in furtherance of the Purposes or in accordance with applicable law. You have the right to access the Information and, if needed, to request a correction to the Information.

14. Providing Information: We may require you to provide information regarding bonding companies, general contractors or owners for purposes of providing preliminary notices, claims on payment bonds or construction liens pursuant to Florida law.

15. WARRANTIES / INDEMNIFICATION & HOLD HARMLESS: (a) **ALL WARRANTIES ARE EXCLUDED**, whether express or implied by operation of law or otherwise; **INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY FOR A PARTICULAR PURPOSE OR FITNESS FOR A PARTICULAR USE.** The Company shall not be liable, directly or indirectly, for consequential, incidental, special or any other type of damages arising or resulting from the Products, including without limitation claims relating to the sale, handling or use of the Products sold by the Company. (b) You agree to indemnify and hold the Company and its affiliates, agents, officers, employees, directors and shareholders ("Indemnified Parties") harmless from any and all claims or liability that may be brought by any third party (including without limitation any customer of yours or any contractor or subcontractor or governmental agency) for breach of warranty or defects of any nature or kind with respect to the Products sold to you by the Company. The obligations under this Section include indemnification for costs and expenses incurred by the Indemnified Parties in defending against any such claims or liability for Products sold to you by the Company. The provisions of this Section shall survive the termination of this Agreement.

16. Personal Guaranty: If the business on whose behalf the Account is opened is an entity ("Borrower"), the individual signing on behalf of such entity ("Guarantor") hereby personally guarantees the prompt payment in full of all amounts owed by such entity under this Agreement. This guaranty of payment and performance is personal, continuing and unconditional and includes the guaranty of all amounts owed under this Agreement, including attorneys' fees and costs of collection. The undertakings of Guarantor are independent of the liabilities of Borrower, and a separate action or actions for payment, damages, or performance may be brought or prosecuted against either Guarantor whether or not an action is brought against the Borrower, and whether or not the Borrower is joined in any such action or actions, and whether or not notice is given or demand is made upon Borrower. The Company shall have the right to proceed against Guarantor without first proceeding against the Borrower or any property securing payment of the amounts owed to Company. Guarantor represents and warrants to the Company that Guarantor has personally benefited from this Agreement and the Guaranty and that this Guaranty when executed and delivered by the Guarantor will constitute the legal, valid and binding obligation of the Guarantor enforceable in accordance with the terms hereof. The provisions of this Section shall survive the termination of this Agreement.

17. Miscellaneous: (a) **Waiver:** We may, in our sole discretion, choose not to exercise any right under this agreement, including the right to impose the full amount of any charge, without waiving that right. Any waiver of a right by us must be in writing and signed by us. You and any joint applicant understand and agree that your obligation and the obligation of any joint applicant to pay all amounts owing under this Agreement and otherwise to perform the terms and conditions of this Agreement are absolute and unconditional. (b) **Governing Law:** This Agreement and your Account and any claim, dispute or controversy arising from or relating to this Agreement or your Account, whether based on contract, tort, fraud and other intentional torts, statute, common law and/or equity, are governed by and construed in accordance with the laws of state of Florida. The legality, enforceability and interpretation of this Agreement and the amounts contracted for, charged and received under this Agreement will be governed by such laws. This Agreement is entered into between you and us in Florida. (c) **Assignment:** We may sell, assign or transfer any of our rights or obligations under this Agreement or your Account, including our rights to payments, without prior notice to you. You may not sell, assign or transfer any of your rights or obligations under this Agreement or your Account. (d) **Severability:** If any provision of this Agreement is determined to be void or unenforceable under applicable law, all other provisions of this Agreement shall still be valid and enforceable. (e) **Entire Agreement:** This Agreement, together with any application you signed or otherwise submitted in connection with the Account (which is hereby incorporated by reference in this Agreement), constitutes the entire Agreement between you and us relating to your Account and supersedes any other prior or contemporaneous agreement between you and us relating to your Account. This Agreement may not be amended except in accordance with the provisions of this Agreement. Your signature on the application or sales slip for the initial purchase approved on this Account represents your signature on this Agreement and is incorporated here by reference. (f) **Venue:** Any disputes arising out of or related to this Guaranty will be submitted to the exclusive jurisdiction and venue of any Florida state court or United States federal court of the United States of America sitting in or having jurisdiction over **Clay County, Florida**, and any appellate court from any such Florida state court or federal court. (g) **Representations to Company:** You (and the person signing this Agreement on your behalf if you are an entity) represent and warrant to the Company: (i) the accuracy of the information provided to Company in assessing whether to extend credit to you under this Agreement; (ii) you have authority to enter into this Agreement, (iii) if you are an entity, the person signing this Agreement on your behalf has authority to sign this Agreement and bind you to this Agreement, (iv) when executed and delivered by you, this Agreement will constitute a legal, valid and binding obligation enforceable against you in accordance with the terms hereof. (h) **Termination:** The Company may terminate this Agreement at any time by the Company providing written notice of termination to you, at which time all amounts you owe hereunder shall be immediately due and payable. (i) **Notices:** Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (i) three (3) business days after it is sent by registered or certified mail, return receipt requested, postage prepaid, (ii) one day after receipt is electronically confirmed, if sent by fax (provided that a hard copy shall be promptly sent by first class mail), or (iii) one (1) business day following deposit with a recognized national overnight courier service for next day delivery, charges prepaid, and, in each case, addressed to the intended recipient at the address listed on page 1 of this Agreement. (j) **WAIVER OF JURY TRIAL. THE BORROWER AND GUARANTOR HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION, WHETHER IN CONTRACT OR TORT, AT LAW OR IN EQUITY, BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY OTHER DOCUMENT OR INSTRUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE COMPANY ENTERING INTO THIS AGREEMENT.**

AUTHORIZATION TO RELEASE INFORMATION

I / We hereby authorize you to release to Hard-Rock Materials, Inc. any and all information that they may require for the purpose of a credit transaction. Any reproduction shall have the same effect as the original signature(s).

Thank you for your assistance in processing requests as quickly as possible.

Signature

Date

Social Security Number