

S.B. COX, INC.
P. O. BOX 7737
RICHMOND, VIRGINIA 23231
Telephone (804) 222-2232
Facsimile (804) 222-7837

S.B. COX READY MIX, INC.
P.O. BOX 5363
GLEN ALLEN, VIRGINIA 23058
Telephone (804) 364-0500
Facsimile (804) 364-1753

CREDIT APPLICATION

DATE: _____

BUSINESS/INDIVIDUAL NAME _____ IN BUSINESS SINCE _____

STREET ADDRESS _____

CITY _____ STATE _____ ZIP _____

MAILING ADDRESS (IF DIFFERENT) _____

PHONE NUMBER (____) _____ FAX NUMBER (____) _____

OFFICE CONTACT _____ A/P CONTACT _____

DO YOU REQUIRE A PO NUMBER? _____

BUSINESS TYPE: CORPORATION – SINCE _____ STATE INCORPORATED IN _____
 SOLE PROPRIETORSHIP
 PARTNERSHIP
 OTHER
FEDERAL TAX IDENTIFICATION NUMBER: _____

LIST CORPORATE OFFICERS, PARTNERS AND OWNERS BELOW

FULL NAME	TITLE	HOME ADDRESS	SOCIAL SECURITY #

AMOUNT YOU WOULD CHARGE PER MONTH \$ _____
NATURE OF YOUR BUSINESS _____

INDICATE SERVICE NEEDED:

- ROLL-OFF CONTAINER
- PORTABLE TOILET
- LANDFILL/RECYCLE CENTER
- READY MIX CONCRETE
- DEMOLITION
- OTHER _____

SUBSIDIARY COMPANIES, IF ANY _____

IF YOUR WORK IS COVERED BY A LABOR & MATERIALS BOND, PROVIDE THE NAME AND ADDRESS OF BONDING COMPANY _____

****CREDITORS NEED WRITTEN INQUIRY IN LIEU OF PHONE CALLS****

YOUR APPLICATION CANNOT BE PROCESSED WITHOUT FAX NUMBERS

LIST THREE (3) TRADE REFERENCES

COMPANY	ADDRESS	TELEPHONE	FAX # (MUST HAVE)

BANK REFERENCE

BANK	ADDRESS	CONTACT	PHONE #	FAX #

TERMS AND CONDITIONS

THE UNDERSIGNED ("CUSTOMER") HEREBY MAKES APPLICATION FOR CREDIT FROM S. B. COX, INC. ("COX") AND S. B. COX READY MIX, INC. ("COX READY MIX"). IN THIS CONNECTION, CUSTOMER HEREBY AUTHORIZES AND REQUESTS EACH TRADE OR BANK REFERENCE LISTED HEREIN TO ADVISE COX AND COX READY MIX OF ITS CREDIT EXPERIENCE WITH AND TO EXPRESS AN OPINION AS TO THE CREDIT RECORD OF CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT COX, IN ITS SOLE DISCRETION, AND COX READY MIX, IN ITS SOLE DISCRETION, MAY SUBMIT THIS CREDIT APPLICATION AND OTHER CREDIT INFORMATION TO OTHERS, INCLUDING OTHER POTENTIAL SOURCES OF THE CREDIT SOUGHT BY THIS APPLICATION, AS WELL AS COX'S SUCCESSORS AND ASSIGNS AND COX READY MIX'S SUCCESSORS. FURTHER, CUSTOMER AND EACH PERSON SIGNING BELOW ON BEHALF OF CUSTOMER AND/OR SIGNING AS A GUARANTOR, AGREES THAT COX AND COX READY MIX MAY OBTAIN PERSONAL CREDIT REPORTS WITH RESPECT TO CUSTOMER'S OFFICERS, PARTNERS AND OWNERS. CUSTOMER ACKNOWLEDGES THAT COX AND COX READY MIX MAY, IN ITS SOLE DISCRETION, REFUSE TO EXTEND CREDIT TO CUSTOMER IN CONNECTION WITH ANY CREDIT TRANSACTION. THE FACT THAT THIS APPLICATION CONTAINS A REFERENCE TO "TYPE AND AMOUNT OF CREDIT FOR" SHALL NOT BE DEEMED A LIMITATION OF LIABILITY BY CUSTOMER OR ANY GUARANTOR. IF CREDIT IS EXTENDED, CUSTOMER AGREES TO PAY INVOICES IN ACCORDANCE WITH THE FOLLOWING TERMS AND FURTHER AGREES TO PAY COSTS OF COLLECTION INCLUDING A 25% ATTORNEY'S FEE. INVOICE PAYMENTS ARE DUE 30 DAYS FROM THE DATE OF THE INVOICE. A 1.5% SERVICE CHARGE PER MONTH MAY BE ASSESSED ON ALL ACCOUNTS WITH INVOICES UNPAID AT THE END OF THE FOLLOWING MONTH. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF VIRGINIA AND GUARANTOR HEREBY CONSENTS TO ITS JURISDICTION AND FURTHERMORE CONSENTS TO VENUE IN THE CITY OF RICHMOND.

COMPANY NAME: _____

**MUST BE SIGNED BY A CORPORATE OFFICER OR
PRINCIPAL RESPONSIBLE FOR FINANCIAL MATTERS**

BY: _____ TITLE: _____ DATE: _____
BY: _____ TITLE: _____ DATE: _____
BY: _____ TITLE: _____ DATE: _____

PERSONAL GUARANTY

IN CONSIDERATION OF CREDIT BEING EXTENDED BY COX AND COX READY MIX TO _____ (CUSTOMER), I/WE (GUARANTOR) HEREBY JOINTLY, SEVERALLY AND UNCONDITIONALLY GUARANTEE TO COX AND COX READY MIX, THIER SUCCESSORS AND ASSIGNS, THE FULL AND PROMPT PAYMENT WHEN DUE (INCLUDING ANY ACCELERATED OR EXTENDED MATURITY) OF ALL INDEBTEDNESS, LEASES AND OBLIGATIONS OF CUSTOMER TO COX AND COX READY MIX, INCLUDING COURT COSTS AND LEGAL FEES INCURRED BY COX AND COX READY MIX IN COLLECTIVELY, "INDEBTEDNESS"; AND GUARANTOR(S) FURTHER AGREES TO PAY ALL EXPENSES, INCLUDING COURT COSTS AND LEGAL FEES INCURRED BY COX AND COX READY MIX IN ATTEMPTING TO COLLECT THE INDEBTEDNESS OR ENFORCING THIS GUARANTY. THIS GUARANTY SHALL REMAIN IN FULL FORCE AND EFFECT AS TO EACH GUARANTOR UNTIL REVOKED IN WRITING BY SUCH GUARANTOR BY REGISTERED MAIL, RETURN RECEIPT REQUESTED. REVOCATION OF THIS GUARANTY BY ANY GUARANTOR WILL NOT RELIEVE A REVOKING GUARANTOR OF LIABILITY FOR OBLIGATIONS CONTAINED HEREIN INCURRED BY CUSTOMER PRIOR TO RECEIPT OF NOTICE OF REVOCATION BY COX AND COX READY MIX. COX AND COX READY MIX MAY OBTAIN A PERSONAL CREDIT REPORT UPON SUCH GUARANTOR. THIS GUARANTY IS AN ABSOLUTE, CONTINUING, UNCONDITIONAL AND UNLIMITED GUARANTY OF PAYMENT AND SHALL BE ENFORCEABLE BEFORE OR AFTER PROCEEDING AGAINST CUSTOMER, AND WITHOUT ANY RESORT TO ANY COLLATERAL OR OTHER GUARANTOR OR SURETY. THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF VIRGINIA AND GUARANTOR HEREBY CONSENTS TO ITS JURISDICTION AND FURTHERMORE CONSENTS TO VENUE IN THE CITY OF RICHMOND.

_____(SEAL) _____(SEAL)
JOINTLY AND SEVERALLY JOINTLY AND SEVERALLY
_____(SEAL) _____(SEAL)
JOINTLY AND SEVERALLY JOINTLY AND SEVERALLY