



HEMPT BROS., Inc.

205 CREEK ROAD, CAMP HILL, PA 17011 • FAX (717) 761-5019
 STEELTON: 939-9586 • CAMP HILL: 737-3411 • LOCUST POINT: 795-9000 • TOLAND: 486-5111
Transit Mixed Concrete — Crushed Stone — Sand — Slag — Asphalt Paving Materials — Street and Driveway Construction — Road Paving — Equipment Rental — Excavation

PLEASE COMPLETE IN FULL!!

Salesman _____

Account No. _____
 Type of Business _____

Name _____ Telephone (____) _____
 Home Address _____ Business Address (If Different) _____

Banking Affiliation _____ Address _____
 Account _____

Contractor: Yes _____ No _____ Date Business Started _____
 Corporation: Yes _____ No _____ Owns Property (Where) _____
 Partnership: Yes _____ No _____
 Individual: Yes _____ No _____ Rents _____

Project Name materials needed for _____
 Address _____
 Financing for needed materials _____
 Address _____ Account No. _____

PRINCIPALS NAMES AND ADDRESS BIRTHDATE SOCIAL SECURITY NO.

Married Yes _____ No _____ Spouse's Name: _____

If you are tax exempt, please indicate: Yes _____ No _____ **if yes, please attach Exemption form**

Volume of materials needed _____
 Estimated line of credit requested _____

REFERENCES COMPLETE ADDRESS TELEPHONE/FAX NOS.

_____ is authorized to reveal information to Hempt Bros., Inc., on account
 (Name of Bank or Credit Union) balances and loans.

I/We acknowledge that Hempt Bros., Inc., assess delinquency charges on all purchases not paid within the terms of this credit account and by signing this application agree to be responsible for them.

Signed: _____ Date: _____
 Title: _____

PERSONAL GUARANTY

AND NOW COMES, _____ (Insert name(s) of individual(s) who are providing guaranty), hereinafter referred to as "Guarantor(s)", for valuable consideration, the receipt of which is acknowledged and intending to be legally bound hereby, individually, jointly and severally, hereby unconditionally guarantees to HEMPT BROS., INC., the full and prompt performance and payment by _____ (name of company or corporation) hereinafter referred to as "Obligor". Guarantor unconditionally guarantees payment to HEMPT BROS., INC., for all obligations which Obligor may have to HEMPT BROS., INC., and 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 credit extended to Obligor.

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.

*****If you signed below, please sign page one. (No Titles)**

Witness _____

PRINCIPAL _____

Address: _____

Witness _____

PRINCIPAL/SPOUSE _____

Address: _____

Witness _____

PRINCIPAL _____

Address: _____

Witness _____

PRINCIPAL/SPOUSE _____

Address: _____