



Customer:

Thank you for choosing to do business with S. T. Wooten Corporation. We are committed to providing you, our valued prospective or existing customer, with the highest level of satisfaction possible. To establish and maintain an account with S. T. Wooten Corporation, please fully complete the following Application. Be sure to initial pages 1 of 3 and 2 of 3 on the Application For Credit / Credit Agreement Notice; include phone and fax numbers for all references; and include your signature(s), title(s), and date(s) where requested. Note your signature(s) must be witnessed on both the Application For Credit / Credit Agreement Notice as well as on the Personal Guaranty Agreement. Also include your most recent financial statement for our review. If you have had contact with any S. T. Wooten Corporation personnel in obtaining this Application, please include his / her name in the space provided on the Application For Credit / Credit Agreement Notice.

If you have any questions, please feel free to contact Ms. Sallie Jo Boyette toll free at 800-682-0078, locally at 252-291-5165, or via e-mail at [salliejo.boyette@stwcorp.com](mailto:salliejo.boyette@stwcorp.com).

Thank you again for your patronage. We look forward to serving your needs.

Sincerely,

S. T. Wooten Corporation

PO Box 2408  
3801 Black Creek Road  
Wilson, NC 27894-2408  
Toll Free: 800-682-0078  
Local: 252-291-5165  
Fax: 252-206-0952



## APPLICATION FOR CREDIT / CREDIT AGREEMENT NOTICE

### General Information

|  |       |          |  |                                 |
|--|-------|----------|--|---------------------------------|
| Name of Individual or Business   |       |          | DBA (If Different Than Name of Individual or Business) |                                 |
| Billing Address  |       |          | Phone Number(s)  | Fax Number(s)                   |
| City   | State | Zip Code | Length of Time In Business (In Years)                  |                                 |
| Please check any / all that apply: <ul style="list-style-type: none"> <li><input type="checkbox"/> Corporation</li> <li><input type="checkbox"/> Individual / Sole Proprietor</li> <li><input type="checkbox"/> LLC</li> <li><input type="checkbox"/> Partnership</li> <li><input type="checkbox"/> In Business Within Past 12 Months</li> <li><input type="checkbox"/> Other _____</li> </ul> |       |          | Accounts Payable Contact Name(s)                       | Accounts Payable E-mail Address |
|  |       |          | Accounts Payable Phone Number(s)                       | Accounts Payable Fax Number(s)  |
|  |       |          | Federal Tax ID Number Or Social Security Number        |                                 |
|  |       |          | Contact Person(s) At S. T. Wooten Corporation          |                                 |
| Please check any / all that apply: <ul style="list-style-type: none"> <li><input type="checkbox"/> Construction Services</li> <li><input type="checkbox"/> Ready Mix Concrete</li> <li><input type="checkbox"/> FOB Asphalt</li> </ul>   |       |          |  |                                 |

### Ownership

|   |                   |       |                 |                               |
|---|-------------------|-------|-----------------|-------------------------------|
| 1 | Name of Principal | Title | Phone Number(s) | Fax Number(s)                 |
|   | City              | State | Zip Code        | Cell Number(s) E-mail Address |
| 2 | Name of Principal | Title | Phone Number(s) | Fax Number(s)                 |
|   | City              | State | Zip Code        | Cell Number(s) E-mail Address |
| 3 | Name of Principal | Title | Phone Number(s) | Fax Number(s)                 |
|   | City              | State | Zip Code        | Cell Number(s) E-mail Address |

### Bank Reference

|                                  |                              |                                  |                             |                |
|----------------------------------|------------------------------|----------------------------------|-----------------------------|----------------|
| Bank Name                        |                              |                                  | Financial Officer's Name(s) | E-mail Address |
| City                             | State                        | Zip Code                         | Phone Number(s)             | Fax Number(s)  |
| Is there a Line of Credit (LOC)? | <input type="checkbox"/> Yes | If yes, what is available? _____ |                             |                |
|                                  | <input type="checkbox"/> No  |                                  |                             |                |

### Business References

|   |  |       |                 |                               |
|---|--|-------|-----------------|-------------------------------|
| 1 | Company Name of Current Supplier – Ready Mix Concrete or FOB Asphalt |       | Contact Name(s) | E-mail Address                |
|   | City   | State | Zip Code        | Phone Number(s) Fax Number(s) |
| 2 | Company Name   |       | Contact Name(s) | E-mail Address                |
|   | City   | State | Zip Code        | Phone Number(s) Fax Number(s) |
| 3 | Company Name   |       | Contact Name(s) | E-mail Address                |
|   | City   | State | Zip Code        | Phone Number(s) Fax Number(s) |
| 4 | Company Name   |       | Contact Name(s) | E-mail Address                |
|   | City   | State | Zip Code        | Phone Number(s) Fax Number(s) |



By signing this Application for Credit and Credit Agreement (hereinafter "Credit Agreement") and upon acceptance in writing by S. T. Wooten Corporation, its affiliates, subsidiaries, successors, and assigns (hereinafter collectively referred to as "S. T. Wooten"), Applicant agrees to the following terms and conditions with respect to credit extended pursuant to this Agreement for goods or services purchased from or performed by S. T. Wooten.

S. T. Wooten is authorized to obtain credit information regarding Applicant, any Co-Applicant, and Applicant's Principal(s) executing this Credit Agreement from banks, principal trade creditors, and other credit information sources, and to answer questions regarding S. T. Wooten's credit experience with any Applicant, Co-Applicant, and Applicant's Principal(s). The undersigned on behalf of Applicant and in his / her individual capacity hereby consent(s) to S. T. Wooten's use of any credit report on Applicant and / or the undersigned in order to further evaluate the credit worthiness of Applicant and the undersigned principal(s), proprietor(s), and / or guarantor(s) in connection with the extension of business credit as contemplated by this Credit Agreement or for some other permissible purpose consistent with the provisions of the Federal Fair Credit Reporting Act. The undersigned on behalf of Applicant and in his / her individual capacity hereby authorizes S. T. Wooten to utilize a credit report (consumer or otherwise) on Applicant and the undersigned from time to time in connection with the extension or continuation of the business credit represented by this Credit Application or for some other permissible purpose consistent with the provision of the Federal Fair Credit Reporting Act. The undersigned on behalf of Applicant and as an individual consents to the use of any such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. 1681 et seq.

**Credit Amount.** Subject to the terms of this Credit Agreement, S. T. Wooten agrees to permit Applicant to purchase goods or services at S. T. Wooten store and / or area locations up to the Credit Limit established by S. T. Wooten less amounts outstanding under this Agreement at the time of purchase. The Credit Limit may be increased or decreased in S. T. Wooten's sole discretion at any time.

**Terms Of Payment.** On open accounts, invoices will be sent daily for all purchases while statements will be sent monthly for all purchases occurring in the previous month. Each invoice is due and payable net thirty (30) days from invoice date. On contract services, billings are due and payable no later than thirty (30) days from the billing date unless otherwise stated in the contract agreement. Additional terms of payment are noted below.

**Taxes.** All prices are subject to the addition of any applicable federal, state, and / or local sales and / or use taxes which shall be paid by the Buyer, and said Buyer agrees to pay any and all such taxes which have not been collected by S. T. Wooten and which S. T. Wooten subsequently pays to the taxing authority.

**Finance Charge.** A Finance Charge at the rate of 1.5% per month will be charged on any invoice(s) or invoice balance(s) on account not paid in full in accordance with the above listed Terms of Payment or by the last day of the following calendar month in which statements are issued, whichever is greater.

**Default And Termination.** Applicant's account will be deemed in default, payable in full, and subject to immediate termination if not paid when due or if any information provided or representation made by any Applicant or Guarantor was not true when made. If an account balance becomes overdue, and in addition to other rights of S. T. Wooten, S. T. Wooten may elect to suspend the account. If an account is suspended, no credit purchases will be allowed until the account is brought current or until satisfactory arrangements are made with S. T. Wooten. S. T. Wooten also reserves the right to terminate the Applicant's account at any time in S. T. Wooten's sole discretion. S. T. Wooten will have no duty to notify the Applicant of such termination.

**Collection Costs.** If an overdue account is placed with an attorney or agency for collection, in addition to the principal and interest then due on the account, Applicant agrees to pay all reasonable attorney fees and all costs of collection incurred by S. T. Wooten up to and including a maximum of fifteen percent (15%) of the outstanding balance.

**Notice.** The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided Applicant has the capacity to enter into a binding contract) because all or part of Applicant's income derives from any public assistance program or because Applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency administering compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington DC 20580.

If Applicant's Credit Application is denied, Applicant has sixty (60) days to request a statement of specific reason(s). Said requests should be directed to S. T. Wooten Corporation, Attention: Credit Department, PO Box 2408, Wilson, NC 27894-2408 and include Applicant's name, address, and telephone number. Within thirty (30) days of receipt of a timely request, S. T. Wooten will provide a statement of specific reason(s) explaining the decision made.



**Jurisdiction.** The parties hereto agree that the state and federal courts of the state where the goods and services are provided shall be the exclusive judicial forums for the adjudication of all disputes between them arising out of or relating to this Credit Agreement, and each for itself consents to the exercise of personal jurisdiction over it in any such adjudication and hereby waives any and all objections and defenses to such personal jurisdiction regardless of the nature of such objection or defense.

**Governing Law.** This Credit Agreement shall be governed by and construed and interpreted under the substantive, internal laws of the state where the goods and services are provided, excluding any of its conflicts of laws provisions.

**Applicant acknowledges this Credit Agreement notice is not an agreement for the sale of goods or services and no warranties are made hereby.**

If any changes occur which materially alter the condition of the business of the Applicant, including the ownership interests therein, the undersigned will notify S. T. Wooten immediately. S. T. Wooten shall have no obligation to extend credit to any new buyer or assignee of the business or the Applicant, and may request a new Application for Credit / Credit Agreement Notice from such buyer or assignee of the business before agreeing to extend (or continuing to extend) credit to the business.

I / we certify that all information on this form or otherwise provided by us to S.T. Wooten is correct. I / we fully understand S. T. Wooten's credit terms and agree to make payment according to the above terms in consideration of the credit extended by S. T. Wooten. I / we grant permission to all listed and known banks, trade creditors, and credit references to release the appropriate information for S. T. Wooten's consideration. Each signatory to this Credit Agreement represents and warrants to S. T. Wooten that such signatory has the authority to enter into this Credit Agreement on behalf of Applicant, and by their signatures hereon the Applicant is bound by all of the representations, warranties and covenants contained herein.

**SIGNATURE**

|   |           |              |          |      |
|---|-----------|--------------|----------|------|
| Printed Entity Name (as shown on Page 1 of 3) | Signature | Printed Name | Title    |      |
| Address                                       | City      | State        | Zip Code | Date |

**WITNESS**

|           |              |      |
|-----------|--------------|------|
| Signature | Printed Name | Date |
|-----------|--------------|------|

**INTERNAL USE ONLY - PLEASE DO NOT WRITE IN THE SPACE BELOW**

|                       |      |                             |      |                          |
|-----------------------|------|-----------------------------|------|--------------------------|
| References Checked By | Date | Credit Approved / Denied By | Date | Credit Limit Established |
|-----------------------|------|-----------------------------|------|--------------------------|



## PERSONAL GUARANTY AGREEMENT

STATE OF \_\_\_\_\_

\_\_\_\_\_ COUNTY

As an inducement to S. T. Wooten Corporation, its affiliates, subsidiaries, successors, and assigns (hereinafter collectively "S. T. Wooten") to extend credit to and to otherwise deal with \_\_\_\_\_ (each, if more than one, being referred to as the "Purchaser"), and in consideration thereof each of the undersigned (each, a "Guarantor") hereby absolutely and unconditionally jointly and severally guarantees to S. T. Wooten the due and punctual payment of any and all debts and obligations of Purchaser, whether primary or secondary (and whether by way of endorsement or otherwise), at any time now or hereafter incurred with or held by S. T. Wooten, together with finance charges and all other charges thereon, as and when the same become due and payable, whether by acceleration or otherwise, arising under the Application for Credit / Credit Agreement Notice between Purchaser and S. T. Wooten dated \_\_\_\_\_ (the "Credit Agreement"), including all renewals, extensions, and modifications thereof (the "Guaranteed Obligations"). The Guarantor acknowledges and agrees that the credit extended by S. T. Wooten pursuant to the Credit Agreement might exceed the credit limit stated from time to time, that the Guaranteed Obligations therefore might exceed such credit limit, and that the credit limit under the Credit Agreement is subject to increase without notice to or the concurrence of the Guarantor, and that this Guaranty is not limited in amount.

**Guaranty of Payment.** This is a guaranty of payment and not of collection. The obligation and liability on the part of each of the undersigned is a primary and not a secondary obligation and liability, payable immediately upon demand without recourse first having been had against the Purchaser or any other person or entity or any security for the Guaranteed Obligations.

**Obligations Unconditional.** The obligations of each of the undersigned are unconditional and without limitation and include any extension thereof in whole or in part, and shall not be impaired, modified, released, or limited by any occurrence or condition whatsoever. When more than one (1) Guarantor signs this Guaranty, the obligations hereunder shall be the joint and several obligations of each. S. T. Wooten may proceed against any Guarantor and will not be required to proceed against all Guarantors in order to enforce this Guaranty.

**Waiver.** Each Guarantor unconditionally waives any demand by S. T. Wooten, any notice of non-performance or non-payment on the part of the Purchaser, acceptance and notice of acceptance of this Personal Guaranty Agreement, and all other notices and proof of demands. Additionally, Guarantor expressly agrees that his / her respective obligations under this Agreement will not be waived or affected in any way in the event S. T. Wooten grants any waivers to Purchaser as to Purchaser's obligations to S. T. Wooten. Any notice from S. T. Wooten to a Guarantor may be sent to the address shown for such Guarantor below.

**Collection Costs / Service Charge.** If S. T. Wooten employs an attorney at law or collection agency to seek enforcement of this Guaranty or to collect any amounts due under this Guaranty, the obligations of each Guarantor, in addition to the principal and interest then due on the Guaranteed Obligations, shall include payment of all reasonable attorneys' fees and all costs of collection up to and including a maximum of fifteen percent (15%) of the amount of indebtedness under this Guaranty. To the extent allowed by law, each Guarantor is liable for all other costs of collection. In the event payment is not timely made, you also agree to pay a finance charge on all overdue amounts equal to the lesser of (i) 1.5% per month (18.00% per annum) or (ii) the maximum amount allowable under applicable law.

**Further Representations.** Each Guarantor represents that this Guaranty has been read in its entirety, that such Guarantor has been afforded the opportunity to discuss this Guaranty with such Guarantor's business, financial, and legal advisors, and that all terms and conditions, including any and all waivers of any rights, are fully understood and agreed to.

**Severability.** If any provision of this Personal Guaranty Agreement is declared illegal or unenforceable, the remainder of this Personal Guaranty Agreement shall be valid and enforceable to the extent permitted by applicable law.

**Governing Law.** This Personal Guaranty Agreement shall be governed by and construed and interpreted under the substantive, internal laws of the state where the goods and services are provided, excluding any of its conflicts of laws provisions.

**Jurisdiction.** The parties hereto agree that the state and federal courts of the state where the goods and services are provided shall be the exclusive judicial forums for the adjudication of all disputes between them arising out of or relating to this Personal Guaranty Agreement, and each for itself consents to the exercise of personal jurisdiction over it in any such adjudication and hereby waives any and all objections and defenses to such personal jurisdiction regardless of the nature of such objection or defense.



**Information.** Each of the undersigned authorizes S. T. Wooten to obtain credit information regarding the undersigned from banks, creditors, or other credit information sources. The undersigned in his / her individual capacity hereby consent(s) to S. T. Wooten's use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned principal(s), proprietor(s), and / or guarantor(s) in connection with the extension of business credit as contemplated by the Credit Agreement or for some other permissible purpose consistent with the provisions of the Federal Fair Credit Reporting Act. The undersigned in his / her individual capacity hereby authorizes S. T. Wooten to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this Credit Application or for some other permissible purpose consistent with the provision of the Federal Fair Credit Reporting Act. The undersigned as an individual consents to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. § 1681 et seq.

In witness whereof, each of the undersigned has executed this Guaranty as a sealed instrument on the date(s) indicated.

**THIS IS A PERSONAL OBLIGATION; DO NOT USE CORPORATE OR OTHER ENTITY TITLES.**

**Guarantor**

Printed Individual Name Signature Date

Address City State Zip Code

**Witness**

Printed Name Signature Date

**Guarantor**

Printed Individual Name Signature Date

Address City State Zip Code

**Witness**

Printed Name Signature Date

**Guarantor**

Printed Individual Name Signature Date

Address City State Zip Code

**Witness**

Printed Name Signature Date