

ROBBINS BRICK & BLOCK, INC.

NORTH CAROLINA COMMERCIAL CREDIT APPLICATION

(PLEASE FILL OUT COMPLETELY - TYPE OR PRINT LEGIBLY)

This Credit Application and Agreement (herein referred to as "AGREEMENT") is entered into this _____ day of _____, 200____, by and between ROBBINS BRICK & BLOCK, INC. (herein referred to as "RBB"), and the following applicant (herein referred to as "PURCHASER"):

APPLICANT **PHONE NUMBER** **CELL NUMBER**

MAILING ADDRESS **CITY** **STATE** **ZIP CODE**

FULL STREET ADDRESS (If different than mailing address)

SOCIAL SECURITY NUMBER **\$** _____
AMOUNT OF CREDIT REQUESTED

HOW LONG IN BUSINESS **FEDERAL TAX I.D. NUMBER** **CONTRACTORS LICENSE NUMBER** **LIMITATIONS**
*******(MUST include photocopy of contractors license)*******

AUTHORIZED PURCHASERS

TYPE OF COMPANY OR ORGANIZATION (Please Check Appropriate Boxes)
 Commercial Builder Personal Home Construction Residential Builder Other
 Mason Contractor Corporation LLC
State of Incorporation _____ Name of Registered Agent _____
Address of Registered Agent _____
List all other names in which conducting business _____
Previous Business Address _____

List Officers' Names and Addresses below:
 Sole Proprietorship - List Owner's Name and Address Below
 Partnership - List Partner's Names and Addresses below
 If Limited Partnership, indicate the extent of each Partner's liability below
 Government or Municipality - List Department Superior Below

1. **NAME** _____ **Position/Title** _____ **S.S. No.** _____
Residence Address _____ Telephone No. (____) _____
2. **NAME** _____ **Position/Title** _____ **S.S. No.** _____
Residence Address _____ Telephone No.(____) _____

PLEASE MAIL OR DELIVER THE COMPLETED APPLICATION TO THE ROBBINS BRICK & BLOCK OFFICE WITH WHICH YOU WISH TO HAVE AN ACCOUNT. FAXED COPIES WILL BE ACCEPTED FOR CREDIT APPROVAL PURPOSES, BUT NOT FOR CREDIT EXTENSION.

ROBBINS BRICK & BLOCK
3862 Hwy 221 South
Forest City, NC 28043
(828) 245-9375
FAX (828)245-6971

ROBBINS BRICK & BLOCK
9380 Asheville Hwy
Inman, SC 29349
(864) 599-1800
FAX (864)599-1802

ROBBINS BRICK & BLOCK
354 Hyatt Street
Gaffney, SC 29341
(864) 489-9800
FAX (864)488-1773

Has Applicant ever filed for bankruptcy or been a party to a lawsuit? _____

List at least three credit references (currently extending credit to you, preferably material suppliers):

1. **NAME** _____ Telephone No.() _____
Person to Contact _____
Address _____
2. **NAME** _____ Telephone No.() _____
Person to Contact _____
Address _____

3. NAME _____ Telephone No.() _____

Person to Contact _____

Address _____

Bank Account(s) or

Address _____ Account No. _____

Address _____ Account No. _____

Purchaser hereby applies for credit with RBB and understands and agrees that this Agreement does not become effective unless and until RBB approves this Credit Application, which is incorporated into, and becomes part of, the Agreement. Purchaser further understands that nothing herein obligates RBB to approve this Credit Application, and that if the Credit Application is approved RBB has the right not to extend credit to Purchaser at any time, particularly if the account is not paid in full each month.

Purchaser hereby authorizes RBB at any time to make or have made whatever credit investigation it feels is proper to evaluate the credit and personal or financial standing of Purchaser, including but not limited to contacting credit references, and obtaining credit information from credit bureaus or credit reporting agencies. Purchaser also authorizes RBB to share its credit experience with credit bureaus, credit reporting agencies, creditors and others. Purchaser further agrees, upon RBB's request from time to time, to promptly RBB with financial statements in such detail as it may require.

Purchaser certifies and declares that all the information in this Credit Application is correct to the best of his/her knowledge. By signing below, the undersigned states that he/she is authorized to sign on behalf of the Purchaser, has received a copy of this Agreement and agrees to all terms and conditions contained herein.

If credit is extended, Purchaser agrees to give RBB proper notice, in writing, of any changes of personnel authorized to make purchases on this account on behalf of the Purchaser. Otherwise, Purchaser will be responsible for any charges from the current list of authorized purchasers.

Purchaser hereby agrees and promises to pay RBB for all services and materials purchased from RBB, now or in the future, on this account. Purchaser understands that payments are due in full within thirty (30) days of the date of RBB's invoice. Should payments not be made within thirty (30) days, the account will be considered past due and in default, and shall accrue finance charges of 18% per annum from the first day the account is past due, until payment is made in full. Purchaser agrees to pay these finance charges. Purchaser also agrees to pay RBB's reasonable attorneys fees up to 15% of the outstanding balance due on the account in the event that it is necessary for RBB to engage an attorney or attorneys in the collection of sums owed by Purchaser. Each of the undersigned agrees to pay court costs, and all other costs of collection allowed by law.

If it is necessary for RBB to commence proceedings to collect any amounts Purchaser owes under this Agreement, Purchaser consents to be subject to the jurisdiction of the courts of the State of North Carolina, and further agrees to venue being situated in Rutherford County, in addition to any other county in which venue would be proper.

This Agreement is governed by law of the State of North Carolina. Any modifications to this Agreement must be in writing and signed by both parties.

This the _____ day of _____, 200__.

Purchaser (Print account name)

By: _____
(Signature) (Title)

(Print name)

PERSONAL GUARANTY

To induce RBB to extend credit to _____ (Purchaser), the undersigned individual or individuals each hereby contract and guarantee payment of any indebtedness, presently existing or hereafter arising of Purchaser to RBB, when due, including finance charges which accrue at the rate of 18% per annum. The undersigned guarantor or guarantors each hereby expressly waive all notice of acceptance of this guaranty, notice of extension of credit to Purchaser, presentment, and demand for payment on Purchaser, protest and notice to undersigned guarantor or guarantors of dishonor or default by Purchaser or extension of time of payment to Purchaser, acceptance of partial payment or partial compromise, demand for payment under this guaranty, or any other notice to which the undersigned guarantor or guarantors might otherwise be entitled. With or without notice to the undersigned, and without affecting the liability of the undersigned, RBB may alter, compromise, accelerate, extend or change the time or a manner of payment of any indebtedness, increase or reduce the rate of interest thereon, or add or release any one or more of the undersigned guarantors.

This is a continuing guaranty and shall remain in full force until the undersigned delivers to RBB a written notice revoking such guaranty. Such revocation shall not affect any of the undersigned's obligations hereunder with respect to indebtedness theretofore incurred by the Purchaser.

In the event his account is placed in the hands of an attorney for collection, the undersigned each agree and promise to pay RBB's reasonable attorneys' fees up to 15% of the outstanding balance due on the account. The maximum liability of the undersigned on this guaranty shall not exceed the amount of credit extended, together with finance charges of 18% per annum, legal fees (if placed for collection), court costs and all other costs of collection allowed by law which each of the undersigned agrees to pay.

If it is necessary for RBB to commence proceedings to collect any amounts the undersigned guarantor or guarantors owe under this Agreement, each of the guarantors consents to be subject to the jurisdiction of the courts of the State of North Carolina and further agrees to venue being situation in Rutherford County, in addition to any other county in which venue would be proper.

This Agreement is governed by law of the State of North Carolina. This guaranty constitutes the entire agreement and may only be altered by written agreement signed by RBB.

FEDERAL TRADE COMMISSION NOTICE REGARDING PERSONAL GUARANTY

Notice: You are being asked to guarantee the debt incurred on this account. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collections costs which increase this amount. The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of your credit record. This notice is not the contract that makes you liable for the debt.

This the _____ day of _____, 200__.

Name _____ (print) Date _____

Signature _____ Witness _____

Name _____ (print) Date _____

Signature _____ Witness _____

Name _____ (print) Date _____

Signature _____ Witness _____