

REFERENCES

BUSINESS BANKING REFERENCES:

BANK: _____ TYPE OF ACCOUNT: _____

ACCOUNT # _____ PHONE # _____

BANK: _____ TYPE OF ACCOUNT: _____

ACCOUNT # _____ PHONE # _____

TRADE REFERENCES:

COMPANY NAME _____

CONTACT NAME: _____

ACCOUNT # _____ PHONE # _____

EMAIL ADDRESS: _____

COMPANY NAME _____

CONTACT NAME: _____

ACCOUNT # _____ PHONE # _____

EMAIL ADDRESS: _____

COMPANY NAME _____

CONTACT NAME: _____

ACCOUNT # _____ PHONE # _____

EMAIL ADDRESS: _____

TERMS AND CONDITIONS OF ALL CUSTOMER CREDIT ACCOUNTS:

I (as used herein, "I" shall mean the "Company" identified above, and myself) understand all accounts are due and payable on the last business day of the month following the date of purchase. The total outstanding balance is due on or before the last day of the month following the month the purchase is made. Accounts left unpaid for sixty (60) days shall automatically be considered delinquent, authorizing FARROW READY MIX, INC. ("hereinafter **FRM**"), to block any additional purchases using the account, and to undertake whatever lawful steps **FRM** deems necessary to effect collection of the overdue account. This Agreement may only be amended in writing by **FRM**.

I promise to satisfy the account in full according to these terms. If, however, this account is not paid as agreed, **I AGREE TO PAY A FINANCE CHARGE WHICH SHALL ACCRUE DAILY AT THE RATE OF ONE AND ONE-HALF PERCENT (1½%) PER MONTH (AN 18% ANNUAL PERCENTAGE RATE)** until any remaining balances are paid. I realize any such non-payment will result in the account falling into default, thereby authorizing **FRM**. to require payment of any past due account immediately and in full. Any and all payments received by **FRM** shall be applied in the following order: (i) reduction of outstanding finance charges, (ii) oldest unpaid invoices on any un-liened projects on the account, and (iii) oldest unpaid invoices. **FRM** may cancel the extension of credit or shorten the number of days before an account becomes delinquent at any time within its sole discretion and without notice.

If **FRM** incurs expense obtaining satisfaction of the account and curing such a default – due to the commencement of legal proceedings, repossession actions, the enforcement of mechanics' lien rights and/or stop notice rights, or pursuing any other avenues legal and proper under law for the purpose of collecting a liquidated debt – **I AGREE TO REIMBURSE FRM OR THEIR PROPER ASSIGNEE, FOR THE ENTIRE AMOUNT OF THAT EXPENSE, INCLUDING SPECIFICALLY ANY AND ALL LEGAL COSTS AND REASONABLE ATTORNEYS' FEES TO THE MAXIMUM EXTENT ALLOWABLE BY LAW.** In the event legal proceedings are commenced, I agree the venue of said proceedings shall be SONOMA COUNTY.

I hereby authorize representatives of **FRM** to contact any or all references they deem appropriate for assessing my creditworthiness. I also specifically authorize representatives of **FRM** to investigate and research my credit and/or criminal history by availing themselves of reports generated and maintained by any credit and/or criminal reporting agencies (e.g., Experian) now and in the future at **FRM**.'s prerogative. By so authorizing, I also understand and agree **FRM**. may report my performance under the terms of this Agreement to credit bureaus and other agencies or entities authorized by law to receive such information. I also understand **FRM** may report my performance under the terms of this Agreement to the owner or reputed owner, or authorized agent of the owner or reputed owner of any real property which **FRM**. has the right to lien, serve a stop payment notice, or make a payment bond claim and request joint checks at its sole option. Additionally, I agree to promptly notify **FRM** of any material financial events affecting the Company, including without limitation

a banking change, default on a project, default to other creditors, an office change, and/or a change in the officers of the Company.

I AGREE THIS AGREEMENT IS BINDING UPON THE COMPANY, MYSELF AND MY HEIRS, SUCCESSORS AND ASSIGNS SO LONG AS THE ACCOUNT REMAINS OPEN AND EVEN THOUGH THE OUTSTANDING BALANCE MAY FROM TIME TO TIME BE ZERO DOLLARS (\$0.00).

I understand I may revoke this Agreement by providing *FRM* with written notice to such effect via certified mail, return receipt requested, and this Agreement will terminate upon *FRM's* receipt of such notice. I also understand, however, that the terms of this Agreement will govern with respect to any outstanding balance on the account remaining at the time of termination of this Agreement. For value received, I hereby waive presentment, demand, protest, and notice of non-payment hereof and any extension of additional credit, bind myself hereon as the principal and not as surety, and agree to remain bound hereon as long as there is a balance on the account. I authorize *FRM* to call my cell phone and if this account is assigned the right passes to the assignee.

NOTICE: Under the Mechanics' Lien law of the State of California (California Civil Code §§8000 et seq.), any Contractor, Subcontractor, Laborer, Supplier or other person who helps to improve property by supplying labor, services, equipment or materials, but is not paid for his or her work or supplies, has the right to enforce a claim against the improved property. This means that after a court hearing, the subject property could be ordered sold by a court officer and the proceeds of such a sale used to satisfy the outstanding indebtedness. SUCH ACTION MAY OCCUR EVEN IF THE CONTRACTOR HAS BEEN PAID IN FULL AND IF ANY SUBCONTRACTOR, LABORER, SUPPLIER, OR OTHER IMPROVING PARTY REMAINS UNPAID. I agree to supply *FRM* the pre-lien info on any and all projects for which purchase is on credit.

Unless the Company submits to *FRM*, by registered-mail and on Company's letterhead, a list of persons authorized to charge on Company's account with *FRM*, all of the Company's employees and partners will be authorized agents of the Company, and will have the authority to bind the Company.

In consideration of *FRM* permitting the Company to make purchases pursuant to this Agreement, **I HEREBY AGREE TO UNCONDITIONALLY AND PERSONALLY GUARANTEE PAYMENT AND PERFORMANCE**, in satisfaction of both future purchases and past amounts due for products and services received, under the terms of this Agreement to *FRM* in the event the Company fails to do so. These terms are listed above, and by signing below I acknowledge having read and agreed to those terms. I understand that credit would not be extended by *FRM* in the absence of this personal guarantee.

In addition, I represent and warrant that I have the authority to enter into this Agreement and bind the Company and myself accordingly.

Authorized Signature for Company*

Print Name

Title

Date Signed

***Signature must be from a corporation's officer, an LLC's manager, or a principal.**