

# BLYTHE BROTHERS ASPHALT CO., L.L.C.

1415 E. Westinghouse Blvd.  
Charlotte, NC 28273

(PLEASE COMPLETE & E-MAIL JACKIEM@BLYTHEDEVELOPMENT.COM)

DATE OF APPLICATION: \_\_\_\_\_

NAME OF COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

CREDIT AMOUNT REQUESTING: \_\_\_\_\_

## REFERENCES:

NAME/ADDRESS/CONTACT PERSON/PHONE & FAX #'S

1. _____	2. _____
_____	_____
_____	_____
_____	_____
_____	_____

## BANK REFERENCE

3. _____	4. _____
_____	_____
_____	_____
_____	_____
_____	_____

**PERSONAL GURANTEE**

For good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Blythe Brothers Asphalt and Affiliates (hereinafter "Blythe") to extend credit on open account to \_\_\_\_\_

(hereinafter the "Borrower"), the undersigned whose name(s), social security #(s), drivers license #(s) and state (please provide all information requested)

Hereby personally guarantee(s) to Blythe whether past, present or future, direct or indirect, absolute or contingent, including, but not limited to all sums due to Blythe on open account, accrued interest, and finance charges (hereinafter collectively called "Liabilities").

The undersigned further agree(s) that, with or without notice or demand, the undersigned will reimburse Blythe for all expenses, including attorney's fees, incurred by Blythe in connection with the Liabilities of the collection thereof, and including all expenses and reasonable attorney's fees incurred by Blythe in connection with enforcement of and collection upon this guaranty.

This guaranty is continuing guaranty and shall remain in full force and effect irrespective of any interruption in the business Relations of the Borrower with Blythe. This guarantee does not affect Blythe's right to refuse credit at any time, and such refusal does not affect the undersigned obligations hereunder.

This instrument is a guarantee of payment and not of collection. The undersigned waive(s) any right to require that any action be brought against the Borrower by Blythe, and understands that the liability of the undersigned is direct and unconditional.

The undersigned hereby waives formal acceptance of this guaranty, notice of the maturity of payments, notice of default by the Borrower and any and all other notices required by statute or otherwise.

If signed hereunder by two or more persons the undersigned agrees that the guarantees, obligations and undertakings in this Personal guaranty are joint and several.

The undersigned agrees that any and all claims arising our of or relating to this Personal Guaranty may be filed in a federal or State court in the State of North Carolina, County Mecklenburg or in the State of North Carolina, the undersigned specifically consents to the exercise of personal jurisdiction over him/her by a federal or state court in the State of North Carolina, and to Extraterritorial service of process if necessary.

\_\_\_\_\_  
First Signature (no titles)

\_\_\_\_\_  
Second Signature (no titles)

State of \_\_\_\_\_  
County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
My Commission Expires:

\_\_\_\_\_  
Notary Public (First Signature)

State of \_\_\_\_\_  
County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
My Commission Expires:

\_\_\_\_\_  
Notary Public (Second Signature)

**BLYTHE BROTHERS ASPHALT CO., L.L.C.**

1415 E. Westinghouse Blvd.  
Charlotte, NC 28273

Date: \_\_\_\_\_  
Attn: **Credit Reference**

Account#: \_\_\_\_\_  
Account Name: \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_

The above account has given \_\_\_\_\_ as a Credit  
(Bank Name / Contact Person)

Reference. We would appreciate if you would provide the credit information by filling in the information requested below. Please rest assured that all information provided will be kept strictly confidential.

Thank you for your help and prompt attention to this request.

Sincerely,  
Jackie Walker  
New Accounts  
Blythe Brothers Asphalt Co., LLC

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**Below To Be Completed By Bank:**

Account since: \_\_\_\_\_ Loan relationship: Yes \_\_\_\_\_ No \_\_\_\_\_  
Current balance: \_\_\_\_\_ Line of credit: \_\_\_\_\_  
Average balance: \_\_\_\_\_ Open date: \_\_\_\_\_  
N. S. F. checks? Yes \_\_\_\_\_ No \_\_\_\_\_ How many (if yes): \_\_\_\_\_  
Outstanding balance: \_\_\_\_\_  
Remarks/Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Completed by: \_\_\_\_\_ Date: \_\_\_\_\_

The undersigned hereby makes application for credit from Blythe Brothers Asphalt Co., LLC. The undersigned agrees to pay invoices within thirty (30) days from the date of each invoice and further agrees to pay costs of collection, including attorney's fees in the amount of fifteen percent (15%) of the unpaid balance of principal and interest, and to pay interest at the annual percentage rate of eighteen percent (18%) per annum on all accounts past due. The fact that this application contains a request for an estimate of monthly credit required shall not be deemed a limitation of liability by the undersigned or any guarantor.

If the applicant is a corporation or other entity, the person signing the application on behalf of the applicant warrants that he is authorized to do so. If the applicant is not a corporation or other entity at the time of this application, and subsequently incorporated his business, with or without the knowledge of Blythe Brothers Asphalt Co., LLC, the applicant agrees to be jointly and severally liable to Blythe Brothers Asphalt Co., LLC for any indebtedness incurred by or transferred to such a corporation.

When ordering asphalt from our plants you must provide the following:

- Job Name
- Job Address
- Name of Owner
- Owner Phone #
- Entry #

If you do not provide this information we reserve the right to not load your trucks until this information is provided. You represent and warrant that the information you, your employees, or contractors are required to provide in this paragraph will be true and correct and that Blythe Brothers Asphalt Co., LLC has the right to rely on said information.

If your account goes over sixty (60) days, we reserve the right to withhold any further extension of credit until that amount is satisfied.

Individual Applicant

\_\_\_\_\_

Company Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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## ASPHALT ORDERING SHEET

EMAIL TO: JACKIEM@BLYTHEDEVELOPMENT.COM

Customer: \_\_\_\_\_

Name of Job: \_\_\_\_\_

Date of Job Starting: \_\_\_\_\_

Pulling from Plant: (Please circle) Concord or Pineville

### Type and Quantity:

Surface S9.5A:	_____	SC Base A:	_____
Surface S9.5B:	_____	SC Intermediate B:	_____
Surface S9.5C:	_____	SC Intermediate C:	_____
Binder I19.0B:	_____	SC Surface B:	_____
Binder I19.0C:	_____	SC Surface C:	_____
Base B25.0B:	_____	Tack:	_____
Base B25.0C:	_____		

Physical Address of Job: \_\_\_\_\_

Owner's Info (Please list contact name, address, phone, email address):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Lien Agent: \_\_\_\_\_

Entry number # \_\_\_\_\_

\*\*N.C. Gen. Stat. 44A-11.2 requires a party providing labor, material or services for the improvement of real property to serve a "Notice to Lien Agent" to preserve its lien rights against the real property.

**\*\*\*\*\*FAILURE TO FILL OUT ALL ABOVE INFORMATION WILL RESULT IN NOT BEING ABLE TO PICK UP ASPHALT.**