

SHELLY HOLDING COMPANY AND SUBSIDIARIES CREDIT APPLICATION, CUSTOMER ACCOUNT AGREEMENT AND PERSONAL GUARANTY

Below is the Credit Application, Customer Account Agreement ("Agreement") and Personal Guaranty of The Shelly Holding Company ("Shelly") and Allied Corporation, The Jefferson Materials Company, The Shelly Company, Shelly Materials, Inc., Stoneco, All Ohio Ready Mix, Smith Concrete, Medina Supply, (collectively, the "subsidiaries," and together with Shelly, the "Company"). Please complete and return to:

Northwest Division – Fax (419) 429-3455 – Attn: Jim James
 All Ohio Ready Mix, **Smith Concrete & Medina Supply** – Fax (330) 343-2899 – Attn: Catherine Wolfe
Southern Division - Fax (740) 246-4715 – Attn: Devin Radabaugh
Northeast Division – Fax (330) 405-4189 – Attn: Susan Miller

Company _____ Phone _____ Fax _____

Billing Address _____
 _____ City _____ State _____ Zip _____

Physical Address _____
 _____ City _____ State _____ Zip _____

Corporation _____ Limited Liability Company _____ Partnership _____ Individual _____ Other _____

Amount of Credit Requested \$ _____ Do you require a purchase order? Y / N

Federal I.D. # _____ E-Mail Address _____

Date Established _____ Sales tax exempt? Y / N (if yes, attach exemption certificate)

Nature of Business _____ Number of Employees _____

Name of Person to call regarding account _____ Phone _____

Name of Officers, Owners, and or Partners

Name _____ Title _____ SS # _____

Name _____ Title _____ SS # _____

Business References

Supplier # 1

Supplier # 2

Supplier # 3

Name

Name

Name

Address

Address

Address

City, State, Zip

City, State, Zip

City, State, Zip

Phone # (required)

Phone # (required)

Phone # (required)

Fax # (required)

Fax # (required)

Fax # (required)

Bank References

Name

Name

Address

Address

Phone/Fax # Account #

Phone/Fax # Account #

Customer Account Agreement

In consideration of the extension of credit by The Shelly Holding Company ("Shelly") or Allied Corporation, The Jefferson Materials Company, The Shelly Company, Shelly Materials, Inc., Stoneco, All Ohio Ready Mix, Smith Concrete, Medina Supply, (collectively, the "subsidiaries," and together with Shelly, the "Company") to you, ("you" or the "Applicant"), you agree to the following:

Credit Terms: All invoices are due net thirty (30) days from date of invoice. Past due invoices incur finance charges at the rate of 1.5% per month, 18% per annum. Discount terms, if applicable, are strictly enforced. Sixty (60) day past due accounts will automatically become C.O.D.. A minimum charge of \$50.00 will be added to any dishonored check or instrument, in addition to any other interest charges.

You agree to pay the reasonable attorney's fees and expenses incurred by the Company in collecting any amounts due hereunder, in addition to all other amounts owed. Any suit between the parties shall be governed by the laws of the State of Ohio and shall be brought exclusively in the courts of the Ohio County from which the material was shipped or purchased. If the suit involves materials shipped from multiple Ohio counties, suit may be brought in any one of said counties. The undersigned applicant further consents to both personal jurisdiction and venue in said court. The undersigned applicant also waives the right to demand a jury in any action between the parties to this agreement.

Termination: You acknowledge the right of the Company to refuse to extend you additional credit at any time, in the Company's sole discretion and without prior notice.

Change of Status: The Applicant understands that it must notify the Company in writing of any change of ownership, the name of or the structure or nature of the Applicant's business, or the merger, sale, acquisition or dissolution of the Applicant.

The Applicant represents and warrants that all statements contained in this Customer Account Agreement ("Agreement") are true and correct and grants permission for the Company to contact any customer or creditor of the Applicant and for any such customer or creditor to furnish to the Company any and all information which may be requested in consideration of credit. This consent shall survive throughout the entire term that the Applicant purchases material from the Company. The Applicant releases and holds Shelly and or any or all of its Subsidiaries harmless from any liability for obtaining and using this information. The Applicant authorizes the Company to release its credit information to other suppliers, as required. The Company will consider this as a continuing statement of the Applicant's financial position and situation until notified otherwise by the Applicant. All representations and warranties shall be deemed repeated and reaffirmed as true and correct by the Applicant at the time of each purchase.

Security: In order to secure the extension of credit under this Agreement and any and all other sums, amounts and/or obligations due and owing from the Applicant to the Company (collectively, "Obligations"), the Applicant agrees to have the Personal Guaranty set forth below signed by a principal of the Applicant and delivered to the Company upon delivery of this Agreement and the Credit Application.

Miscellaneous: The agreement between the Company and the Applicant and Guarantor(s) relating to the extension of credit by the Company is a three page document and consists of the Credit Application on page 1, the Customer Account Agreement on this page and the Personal Guaranty on page 3, and shall be governed by Ohio law and constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior oral or written agreements, and can only be modified with the written consent of all parties. To the extent any portion of this Agreement is invalid or contrary to any existing or future law, such portion is deemed severed from the Agreement and the balance of the Agreement is not affected and remains in full force and effect. The undersigned represents and warrants the he/she has all the requisite power and authority to sign on behalf of the Applicant and that this is the legally binding obligation of the Applicant, enforceable in accordance with its terms.

Applicant's signature acknowledges and accepts without reservation the financial responsibility, ability and willingness to pay in accordance with the terms and conditions set forth above.

Applicant _____

Signature of Authorized Applicant

Signature of Authorized Applicant

Title Date

Title Date

FOR OFFICE USE ONLY – DO NOT WRITE BELOW

Approved _____ Denied _____ By: _____ Limit \$ _____ Date _____

PERSONAL GUARANTY

_____ (the "Guarantor"), unconditionally guarantees the full and faithful performance of all of the amounts extended under the Customer Account Agreement (the "Agreement") and any and all other sums, amounts and/or obligations (collectively, "Obligations") and responsibilities due and owing from the Applicant identified on page 1 hereof to The Shelly Holding Company ("Shelly") or Allied Corporation, The Jefferson Materials Company, The Shelly Company or Shelly Materials, Inc., Stoneco, All Ohio Ready Mix, Smith Concrete, Medina Supply, (collectively, the "Subsidiaries," and together with Shelly the "Company"). If the Applicant fails to pay the Company, or if the Applicant defaults under this Agreement, Guarantor(s) and the Applicant shall be jointly and severally liable to the Company. Guarantor acknowledges that the Company shall not be obligated to exhaust its claims against the Applicant before pursuing claims directly against Guarantor under this Personal Guaranty, and that the Company shall be entitled to pursue and maintain an independent action against Guarantor.

Upon any breach or default by the Applicant in respect of the Obligations, the Company may proceed without notice against the Guarantor(s) or Applicant, or any of them, to enforce the Obligations without first proceeding against the Applicant. The Guarantor hereby waives protest, presentment, demand and notice of nonpayment. This Personal Guaranty shall be binding upon each Guarantor and their respective heirs, executives, administrators and personal representatives, successors and assigns.

This Personal Guaranty shall be governed by, and construed in accordance with, the laws of the State of Ohio.

The Guarantor and the Applicant hereby authorize any attorney-at-law on the Guarantor's and the Applicants behalf, or on behalf of the Guarantor's or the Applicant's successors or survivors, to appear in an action on this Personal Guaranty at any time after this Personal Guaranty becomes due in any court of record in Ohio or elsewhere; to waive the issuance and service of process and to confess judgment against the Guarantor and the Applicant in favor of the holder for the amount due plus interest and costs and to release and thereupon waive all errors and appeals in the actions and judgments. Guarantor and Applicant hereby expressly (i) waive any conflict in any attorney retained by the Company confessing judgment against Guarantor or the Applicant upon this Personal Guaranty, and (ii) consent to the attorney retained by the Company in receiving a legal fee from the Company for legal services rendered for confessing judgment against the Guarantor or the Applicant upon this Personal Guaranty. A copy of this Personal Guaranty, certified by the Company may be filed in each such proceeding in place of filing the original as warrant of attorney. No such judgment against the Guarantor or the Applicant based upon one or more mutual obligations shall be a bar to a subsequent judgment or judgments pursuant to this warrant of attorney against the Guarantor or the Applicant based upon subsequently matured obligations. The agreement between the Company and the Applicant and Guarantor(s) relating to the extension of credit by the Company is a three page document and consists of the Credit Application on page 1, the Customer Account Agreement on page 2 and the Personal Guaranty on this page.

This Personal Guaranty is executed at _____, _____ County, Ohio
(City) (County)

this _____ day of _____, 20_____.

"WARNING – BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME, A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT OR ANY OTHER CAUSE"

Print Name of Guarantor

Print Name of Applicant

Signature of Guarantor

Signature of Authorized Officer

Address

Address

City, State, Zip

City, State, Zip

Relationship to Applicant