

CONTINUING GUARANTY

For valuable consideration, the receipt of which is hereby acknowledged, and in order to induce KEYSTONE CEMENT COMPANY, its successors and assigns (hereinafter referred to as "Creditor"), at its option, at any time or from time to time, to extend and enter into Credit Arrangements (as hereinafter defined), to or for the account of _____

_____ (hereinafter referred to as "Principal Debtor"), or in respect of which the Principal Debtor may be liable in any capacity, the undersigned (if more than one, jointly and severally) hereby absolutely and unconditionally guarantee(s) to the Creditor, irrespective of the validity, regularity or enforceability of any instrument, writing or arrangement relating to or the subject of any Credit Arrangements (as hereinafter defined) or of the obligations thereunder and irrespective of any present or future law or order of any government or of any agency thereof purporting to reduce, amend or otherwise affect any obligation of the Principal Debtor or other terms of payment, the prompt payment of any and all obligations under any and all Credit Arrangements (as hereinafter defined) when due from the Principal Debtor to the Creditor now or hereafter, whether at maturity or earlier by reason of acceleration or otherwise, or, if now due, when payment thereof shall be demanded by the Creditor, and, in case of extensions of time or renewals, in whole or in part, of any Credit Arrangement (as hereinafter defined), that the same will be promptly paid when due, according to each such extension or renewal, whether at maturity or earlier by reason of acceleration or otherwise. "Credit Arrangements" means loans, notes, checks, drafts, advances, credits, accounts, liabilities, and any and all other indebtedness of Principal Debtor to Creditor, now and hereafter existing, together with all interest as may accrue thereon and all costs of collection paid or incurred by the Creditor in enforcing and/or collecting any of the foregoing. It is specifically understood and agreed that this Guaranty is a guaranty of payment and not of collection. It is further specifically understood and agreed that this Guaranty is a continuing Guaranty that contemplates the possibility of one or more Credit Arrangements between the Principal Debtor and the Creditor now or in the future, payment of which are guaranteed by the undersigned under the terms of this Guaranty.

The undersigned hereby waive(s) notice of acceptance, presentment, protest, demand for payment, dishonor or default, the incurring of any and all obligations of the Principal Debtor, and all demands and notices of any kind in connection with this Guaranty or the Credit Arrangements now and hereafter between Creditor and Principal Debtor. The undersigned also waive(s) the benefit of the homestead exemption.

The undersigned hereby consent(s) that from time to time, without notice to or further consent of the undersigned, payment of any obligation hereby guaranteed may be accelerated in accordance with any agreement between the Creditor and any party liable with respect thereto, or may be extended, or any Credit Arrangement may be renewed or altered in whole or in part or any collateral therefor may be exchanged, surrendered or released in whole or in part, or otherwise dealt with as the Creditor may determine, or any party (including any co-guarantor(s), if any) liable for any obligation hereby guaranteed may be granted indulgences or released, and any of the acts stated in any Credit Arrangement may be done, and there may be created future Credit Arrangement(s) between Creditor and Principal Debtor without notice to or further consent of the undersigned, all without affecting the validity of this continuing Guaranty. The undersigned shall have no right of subrogation, reimbursement or indemnity whatsoever until and unless all of the debts and obligations of the Principal Debtor to the Creditor have been paid in full.

This is a guaranty of payment and not of collection. The liability of the undersigned on this Guaranty shall be direct and immediate and not conditioned or contingent upon the pursuit or exhaustion of any remedies against the Principal Debtor or any other person, nor against collateral or liens available to Creditor. The undersigned waive(s) any right to require that an action be brought against the Principal Debtor or any other person or to require that resort be had to any security held by the Creditor in favor of the Principal Debtor or any other person. Upon failure of the undersigned to pay immediately all amounts due under this Guaranty upon demand as aforesaid, the undersigned agree(s) to pay all legal and other costs and expenses, including attorney's fees, paid or incurred by the Creditor in connection with the enforcement of this Guaranty.

This Guaranty shall continue in full force and be binding upon the undersigned and the estate (or, if more than one, the estates) of the undersigned notwithstanding the death of any of the undersigned or any other party liable under or in respect of any obligation hereby guaranteed; and neither disability nor bankruptcy of any one or more of the undersigned shall affect the continuing obligation of any other of the undersigned; and the Creditor may continue to act in reliance hereon until the receipt by the Creditor of written notice by registered mail from the undersigned, or, in the event of the death of any of the undersigned, from the legal representative or representatives of such decedent or decedents, not to give further financial accommodation in reliance hereon; provided, however, that such notice will not affect the liability of the undersigned under the terms of this Guaranty for Credit Arrangements extended to the principal Debtor by the Creditor prior to said written notice by registered mail being received by the Creditor.

The Creditor may assign this Guaranty, or any of its rights and powers hereunder, with any or all of the obligations hereby guaranteed, and may assign and/or deliver to any such assignee any or all of any collateral securing any Credit Arrangement, and, in the event of such assignment, the assignee hereof or of such rights and powers and of such collateral, if any of such collateral be so assigned and/or delivered, shall have the same rights and remedies as if originally named herein in place of the Creditor, and the Creditor shall be thereafter fully discharged from all responsibility with respect to any such collateral so assigned and/or delivered.

As security for the obligations guaranteed by the undersigned hereunder, the undersigned hereby grant(s) to the Creditor a security interest in, a general lien upon and/or right of set-off of all money, instruments, securities, documents, chattel paper, credits, claims, demands and any other property, rights and interest of the undersigned, now or hereafter existing, which at any time shall come into the possession or custody or under the control of the Creditor or any of its agents, for any purpose, and shall include the proceeds, products and accessions of any thereof.

The undersigned represent(s) to the Creditor that he has knowledge of the Principal Debtor's financial condition and affairs and represents and agrees that he will keep himself informed of the Principal Debtor's financial condition and affairs so long as this Guaranty is in force. The undersigned further agree(s) that the Creditor will have no obligation to investigate the Principal Debtor's financial condition or affairs for the benefit of the undersigned nor to advise the undersigned of any fact respecting, or any change in, the Principal Debtor's financial condition or affairs which might come to the knowledge of the Creditor at any time, whether or not the Creditor knows or believes or has reason to believe that any such fact or change is unknown to the undersigned or might (or does) materially increase the risk of the undersigned as guarantor(s) or might (or would) affect the willingness of the undersigned to continue as guarantor(s) with respect to any indebtedness of the principal Debtor incurred prior to or after the execution thereof.

This Guaranty and all rights, obligations and liabilities arising hereunder shall be construed in accordance with the laws of the State of Pennsylvania.

IN WITNESS WHEREOF, the undersigned have executed this Guaranty this _____ day of _____, 20 _____

_____ (SEAL)