

**LYNCHBURG READY-MIX CONCRETE CO., INCORPORATED
BEDFORD READY-MIX CONCRETE CO., INCORPORATED**

Post Office Box 10066
Lynchburg, Virginia 24506
Phone: 846-6563 Fax: 846-3437

CREDIT APPLICATION FOR COMMERCIAL ACCOUNTS

BUSINESS/INDIVIDUAL NAME _____ (HEREIN "APPLICANT")

MAILING ADDRESS _____ CITY/ST/ZIP _____

STREET ADDRESS _____ CITY/ST/ZIP _____

TELEPHONE _____ FAX # _____ E-MAIL: _____

HOME OFFICE/STATE OF INCORPORATION _____ EIN #: _____

BUSINESS TYPE: () CORPORATION () SOLE PROPRIETORSHIP () INDIVIDUAL () LIMITED LIABILITY CORPORATION
() PARTNERSHIP () GOVERNMENTAL AGENCY () NON-PROFIT ORGANIZATION
() LTD PARTNERSHIP EXPIRES: _____ STATE REG # _____

IN BUSINESS SINCE: _____ TAX EXEMPT? () YES () NO IF YES, ATTACH CERTIFICATE

APPLICANT EVER FILED FOR BANKRUPTCY? () YES () NO

• COMPANY OFFICERS/COMPANY OWNERS/PARTNERS/INDIVIDUALS/GUARANTORS

NAME _____ Title _____ S S # _____

HOME ADDRESS _____ Phone _____

NAME _____ Title _____ S S # _____

HOME ADDRESS _____ Phone _____

NAME _____ Title _____ S S # _____

HOME ADDRESS _____ Phone _____

• FINANCIAL

BANK NAME _____ City _____ Contact _____

BANK ACCT # _____ Phone _____ () Checking () Savings

BANK NAME _____ City _____ Contact _____

BANK ACCT # _____ Phone _____ () Checking () Savings

• TRADE/CREDIT REFERENCES:

NAME _____ City/St/Zip _____ Phone _____

NAME _____ City/St/Zip _____ Phone _____

NAME _____ City/St/Zip _____ Phone _____

• If You are NOT a business entity, please complete the following:

Present Employer _____ Occupation _____

Years with Present Employer _____ Annual Net Salary _____

Co-Applicant's Present Employer _____ Occupation _____

Years with Present Employer _____ Annual Net Salary _____

If applicable, Legal Description & Location of Construction Site (Attach Copy of Building Permit): _____

TERMS AND CONDITIONS OF ACCOUNT

The terms and conditions of this application shall, upon extension of credit to or the sale of materials to the undersigned (herein "Applicant") by Lynchburg Ready-Mix Concrete Co., Incorporated and/or Bedford Ready-Mix Concrete Co., Incorporated, either or both of which that extend(s) credit or sell(s) materials to Applicant may enforce this Agreement, (herein the "Seller"), constitute a credit agreement between Applicant and Seller (herein this "Agreement") and shall take precedence over and supersede any and all conditions contained in prior agreements, verbal or otherwise, and those conditions which may be set forth by Applicant's purchase order. Should credit be granted by Seller to Applicant, all credit

shall be extended at the sole discretion of Seller and Seller may increase, decrease, or terminate any credit availability at any time within its sole discretion, without notice to Applicant, and without recourse from Applicant. (continued on backside or next page)

Applicant agrees to pay to the order of Seller: (1) all invoices by their due date and, if not paid on or before said date, such invoices are then delinquent; (2) default interest on any delinquent invoices at the rate of two percent per month, and (3) all costs of collecting delinquent invoices and default interest, including court costs, attorney's fees equal to 33% of the total of the delinquent invoices plus the default interest, opinion witness fees, and collection agency fees. Unless Applicant contests in writing to Seller any invoice, statement or delivery ticket within five (5) days of its date, it shall be deemed accurate and Applicant hereby waives any right to contest its accuracy. Enforcement of this Agreement shall be under the laws of the Commonwealth of Virginia. Venue for any such action shall be Lynchburg, Virginia or Bedford County, Virginia, at the Seller's discretion.

Applicant agrees that delivery of purchased goods shall be F.O.B. Seller's facility, unless agreed in writing otherwise, and title shall pass to Applicant at the time the goods leave Seller's real property, with or without the presence of Applicant or Applicant's employees or agents to inspect or accept delivery and with or without Applicant's signature of acceptance. Any sales that result from an extension of credit by Seller shall be construed under the laws of the Commonwealth of Virginia.

Applicant understands that Seller intends to rely on all of the information presented in this application in determining its creditworthiness and Applicant represents and warrants that such information is true, correct and complete.

SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND BEARS NO RESPONSIBILITY, AS TO THE INSTALLATION, USE OR OTHER DISPOSITION OF ANY GOODS OR PRODUCTS SOLD PURSUANT TO AN EXTENSION OF CREDIT HEREUNDER. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR ANY GOODS SOLD PURSUANT TO THIS AGREEMENT, AND SELLER HEREBY DISCLAIMS SAID WARRANTIES. ACCORDINGLY, APPLICANT AGREES TO INDEMNIFY AND HOLD HARMLESS SELLER FROM ANY LIABILITY FOR INJURY OR DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH OR PERTAINING TO THE SALE, INSTALLATION, USE OR OTHER DISPOSITION OF, ANY GOODS OR PRODUCTS SOLD PURSUANT TO AN EXTENSION OF CREDIT HEREUNDER. SELLER SHALL NOT BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Seller allots 10 minutes per cubic yard for unloading, additional time spent unloading will be subject to additional charge at Seller's sole discretion. Applicant must provide suitable site for unloading and access to such site. Applicant shall pay for any related towing charges and assumes all liability for property damage result from any breach of this obligation. If Applicant or those for whom it is responsible add water, calcium chloride, or any other additive to any concrete or direct Seller's employee's to add water to any concrete, it shall be at the sole risk of Applicant.

To the extent permitted by applicable law, Applicant waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect. No failure by Seller to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or remedy.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, except that Applicant may not assign or otherwise transfer all or any part of its rights or obligations hereunder without the prior written consent of Seller, and any such assignment or transfer purported to be made without such consent shall be ineffective. Seller may at any time assign or otherwise transfer all or any part of its interest hereunder or any credit extended hereunder, and to the extent of such assignment, the assignee shall have the same rights and benefits against Applicant as if such assignee were Seller.

Applicant represents and warrants to Seller that Applicant will use the credit requested hereunder for business and commercial purposes only and not for personal, family or household purposes. Applicant understands that Seller is relying on the foregoing representation and would not otherwise extend credit to Applicant.

Applicant understands and acknowledges that Seller will have the right to file and pursue mechanics' lien claims on real property owned by third parties for jobs/projects for which Seller supplies labor or materials but is not paid in full. Applicant understands and acknowledges that to the extent Applicant is paid by the owner (or lender or other party) according to the contract between the property owner and Applicant (or the Applicant's contractor, as the case may be) for any such job, such payment may be a defense to any mechanics' lien claims made by Seller or any other supplier of labor or materials for such job. Applicant understands and acknowledges that if Applicant receives payment from the owner (or lender or other party) for any job for which Seller provides materials or labor, but does not apply such payment first to the payment of suppliers of labor and materials for such job, such suppliers, including Applicant, will be deprived of substantial and valuable mechanics' lien rights in the property on which the job was performed or the materials provided, and Applicant agrees not to do so.

Applicant agrees to hold all funds received as payment for any job for which Seller has supplied material or labor at Applicant's request, whether received from a property owner, third party lender, or any other source, in trust for the benefit of Seller. Applicant agrees to apply such funds only to the payment of amounts due to Seller before using such funds for any other purpose. Applicant agrees to keep all such funds in an account separate from its own funds, and to maintain books of account sufficiently detailed so as to allow the use and application of all such funds to be traced by job, in order that Applicant will be able to demonstrate its compliance with the requirements of this paragraph. Applicant understands and agrees that its duties hereunder and in the immediately preceding paragraph are of a fiduciary nature, and that the parties hereto intend to create a trust for the benefit of Seller, as to the payments received by Applicant for any job for which seller supplies labor or materials.

APPLICANT AUTHORIZES AND CONSENTS TO ANY CONTACT WITH OR INQUIRY OF ANY PERSON, INDIVIDUAL, OR ENTITY OF ANY KIND REGARDING THE CREDIT HISTORY OR OTHER FINANCIAL INFORMATION OR REFERENCES OF APPLICANT AND EACH BUSINESS OWNER, PARTNER, OFFICER & MEMBER OF APPLICANT, INCLUDING BANK AND TRADE REFERENCES AND INFORMATION FURNISHED BY CREDIT REPORTING AGENCIES. APPLICANT CONSENTS TO SELLER'S USE OF SUCH INFORMATION IN CONNECTION WITH ANY DECISION TO EXTEND OR TERMINATE CREDIT TO APPLICANT. APPLICANT AGREES TO RELEASE AND HOLD HARMLESS SELLER FROM, AND INDEMNIFY FOR, ANY CLAIMS OR LIABILITIES IN CONNECTION WITH SUCH INQUIRY.

APPLICANT HAS READ AND UNDERSTANDS THIS AGREEMENT, AND AGREES TO EACH AND EVERY PROVISION CONTAINED HEREIN.

APPLICANT

[print name of applicant]

By: _____
[sign name, or officer's name for entity]

Its: _____
[print title, if signing for entity]

EACH OWNER, PARTNER, OFFICER & MEMBER SIGNING BELOW AUTHORIZES AND CONSENTS TO ANY CONTACT WITH OR INQUIRY OF ANY PERSON, INDIVIDUAL, OR ENTITY OF ANY KIND, REGARDING SUCH PERSON'S CREDIT HISTORY OR OTHER FINANCIAL INFORMATION, INCLUDING BANK AND TRADE REFERENCES AND ANY CREDIT REPORTING AGENCIES, OWNERS, PARTNERS, OFFICERS & MEMBERS

[sign name]

[sign name]

[sign name]

[sign name]

PERSONAL GUARANTY

For value received and to induce Seller, Lynchburg Ready-Mix Concrete Co., Incorporated and/or Bedford Ready-Mix Concrete Co., Incorporated, either or both of which that extend(s) credit to Applicant , to extend such credit to Applicant, the undersigned guarantor(s) (herein "Guarantor"), jointly and severally, if more than one, hereby warrant and unconditionally guarantee to Seller the full performance of all of Applicant's obligations to Seller, including without limitation the full and prompt payment when due of all indebtedness, obligations and liabilities of Applicant (as named in the within application for credit) to Seller, including without limitation, all invoiced amounts, all default interest on any delinquent invoices and all costs of collecting delinquent invoices and default interest, including court costs, attorney's fees equal to 33% of the total of the delinquent invoices plus the default interest, opinion witness fees, and collection agency fees

Guarantor authorizes Seller, either before or after any revocation hereof, without notice or demand and without lessening Guarantor's liability under this Guaranty, from time to time: (a) to sell merchandise to Applicant and to extend credit to Applicant or increase Applicant's credit limit; (b) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the Indebtedness or any part of the Indebtedness; (c) to determine how, when and what application of payments and credits shall be made on the Indebtedness; (d) to sell, transfer or assign the Indebtedness; and (h) to assign or transfer this Guaranty in whole or in part.

This Guaranty shall be construed under the laws of the Commonwealth of Virginia and any lawsuits resulting from this extension of credit shall be commenced in Lynchburg, Virginia of Bedford County, Virginia, at the Seller's discretion. This agreement shall be binding upon Guarantor, and his or her successors, assigns, heirs, executors and legal representatives.

GUARANTOR HEREBY AUTHORIZES AND CONSENTS TO ANY CONTACT WITH OR INQUIRY OF ANY PERSON, INDIVIDUAL, OR ENTITY OF ANY KIND, REGARDING GUARANTOR'S CREDIT HISTORY OR OTHER FINANCIAL INFORMATION, INCLUDING BANK AND TRADE REFERENCES AND ANY CREDIT REPORTING AGENCIES.

BY SIGNING THIS GUARANTEE, I ACKNOWLEDGE THAT I HAVE READ AND AGREED TO THE TERMS OF SALES AS SET OUT IN THE CREDIT APPLICATION.

NAME OF APPLICANT: _____

Guarantor Signature _____ Date _____ Print Name _____
(Signed in my individual capacity)

Guarantor Signature _____ Date _____ Print Name _____
(Signed in my individual capacity)