



MIDSOUTH DIVISION, Vulcan Construction Materials, LP.
 P O Box 7 Knoxville, TN 37901
 Tel. No. (865) 577-2511 / Fax No. (865) 579-2989

Approved: _____ By _____
 Denied: _____ By _____
 Reason: _____
 Date: ____/____/____
 Customer No: _____
 Plants: _____
 Operating Area: _____
 Monitor Amt: _____
 Sales Rep. Code: _____
 Credit Rep. Code: _____

APPLICATION FOR BUSINESS CREDIT

Please answer all questions: when a question isn't applicable, write n/a or none

(for credit dept. use only)

DATE: _____

SECTION I – APPLICANT

Applicant/Customer Name: _____

(Hereinafter defined as the "Applicant", including the guaranty referred in Section VII)

P O Box _____
 Street Address _____
 City and State _____ Zip _____
 Telephone No. _____ Fax No. _____ Email _____
 Payment Responsibility/Contact Name _____

SECTION II – BUSINESS DESCRIPTION

Corporation Partnership Proprietorship LLC L P Other _____

Description of Business _____ How Long in Business _____
 Parent Company _____ Dun & Bradstreet# _____
 Street Address _____
 City & State _____ Zip _____ Phone _____

SECTION III – OFFICER(S), PARTNER(S), PROPRIETOR, OWNER, MEMBER INFORMATION

Name: _____ Title: _____
 Name: _____ Title: _____
 Name: _____ Title: _____

SECTION IV – CREDIT REFERENCES

| Name | Account No. | Address | Phone | Fax |
|------|-------------|---------|-------|-----|
|------|-------------|---------|-------|-----|

Bank Ref: _____
 Credit Ref: _____
 Credit Ref: _____
 Credit Ref: _____
 Credit Ref: _____

SECTION V – MISC INFORMATION

Federal ID# _____ Purchase Order Numbers Required Yes No
 Name and Address of Bonding Co. _____
 Estimated Monthly Credit Requirements _____ State Contractors License# _____
 Tax Status Taxable Non-taxable (include tax exempt certificate)
 Have you ever filed for bankruptcy? Yes No
 If yes, give date and reason _____

SECTION VI TERMS AND CONDITIONS OF BUSINESS CREDIT

This Application, including all of the information contained herein, is a request for one or more extensions of business credit to defer payment for purchase of construction materials by Applicant from Vulcan Construction Materials, L.P. and/or its affiliates (individually and collectively). By submitting this Application to Vulcan, Applicant hereby agrees to these Terms and Conditions.

Applicant hereby agrees to pay Vulcan for each purchase made hereunder, as follows: Net 15th prox. (15th calendar day of the month following the month during which shipment is made.) Applicant agrees to pay Vulcan a monthly late charge equal to the lesser of 1.5% or the maximum amount permitted by State Law. Terms of each individual sale are set forth on each invoice and Applicant hereby agrees to the terms of each invoice.

Applicant authorizes Vulcan from time to time to obtain one or more credit reports from any reporting agency and to obtain information regarding Applicant from any creditor of Applicant, including, but not limited to, each of the credit references listed in Section IV. Applicant further authorizes each of the Creditors to give to Vulcan from time to time any and all necessary information that will aid Vulcan in its credit investigation. Applicant further authorizes Vulcan to reinvestigate credit status from time to time as Vulcan deems necessary. Vulcan reserves the right to limit, terminate, or change the terms of any extension of credit to Applicant at its sole discretion. Applicant authorizes Vulcan to act as a credit reference for Applicant by responding to inquiries from other creditors or potential creditors of Applicant regarding transactions or experiences with Applicant.

Each of the undersigned does hereby certify that he/she is authorized to sign this Application on behalf of Applicant; that the information contained herein is true, accurate, and complete in all respects; and that all purchases made by Applicant will be made in the ordinary course of business of Applicant for business purposes and that no credit is sought or will be obtained for the personal, family, or household purposes of any individual. Applicant will advise Vulcan in writing at the address referenced on its invoices of any changes which occur in respect to any of the information included in this Application (including, but not limited to, any of the information provided in Section II or III) or any other information which may affect ability to pay, and until such time, Vulcan may continue to rely on this information. Any changes in legal status or the information provided in Section II or III must be communicated at least five business days in advance by certified mail. The original Applicant will remain liable until such time as Vulcan has been given a reasonable period of time to respond to any notice regarding changes in legal status. Applicant further agrees that these Terms and Conditions are governed by the laws of the State where the shipments originated and that if any provision hereof is held invalid, illegal or unenforceable, then no other provision shall be affected or impaired thereby.

Applicant will pay all costs of collection including, but not limited to, attorney fees equal to the greater of 25% of the amount of the outstanding indebtedness, or the maximum allowable under state law, should all or any part of this account be placed for collection. Applicant further waives the right to a jury trial in the event Vulcan is required to institute suit for collection of any sums due hereunder. Applicant agrees that any and all claims arising out of or relating to any sale or extension of credit by Vulcan, including, but not limited to, any action by Vulcan to collect on account, may be filed in Federal or State court where the shipments originated, and Applicant specifically consents to the exercise of non-exclusive personal jurisdiction over Applicant by a Federal or State court where the shipments originated, and to extraterritorial service of process, if necessary.

Applicant agrees that any claims concerning quality control, or compliance with product specifications, shall be waived unless written notice of such claim shall be delivered to Vulcan, by certified mail at the address found on its invoice, within 30 days of receipt of such products by Applicant.

Vulcan may at any time, assign its right for payment hereunder.

| | | |
|------------------------------|----------------------|-------|
| Print Name of Person Signing | Authorized Signature | Title |
| Print Name of Person Signing | Authorized Signature | Title |

SECTION VII – PERSONAL GUARANTY OF BUSINESS CREDIT

For value received, each of the undersigned hereby personally and individually guarantees payment when due or all indebtedness now due or which may become due by Applicant to Vulcan Construction Materials, L.P. or any of its affiliates (collectively, Vulcan) even though from time to time there may be no indebtedness owing by Applicant. This personal guaranty is unlimited in amount and shall apply to all balances arising from sales to Applicant under the above Terms and Conditions for twenty years after the date immediately below, unless prohibited by State Law, in which case the maximum liability under this agreement will be \$100,000 and for a maximum of 5 years. Each of the undersigned waives all notices with respect to this guaranty and waives acceptance of this guaranty by Vulcan. Each of the undersigned hereby subordinates any indebtedness owed to the undersigned by Applicant and any right of subrogation or contribution against Applicant or any other guarantor until all indebtedness has been paid and satisfied in full. Each of the undersigned agrees to pay all costs of collection, including, but not limited to, attorneys fees equal to 25% of the amount of the outstanding indebtedness, after default by the undersigned hereunder. Each of the undersigned authorizes Vulcan to check the undersigned's credit and employment history from time to time and to obtain one or more consumer reports regarding the undersigned.

| | | | |
|-------------|------------------------------|-----------------------------------|-------------------|
| Date Signed | Print Name of Person Signing | Signature of Individual Guarantor | Social Security # |
| Date Signed | Print Name of Person Signing | Signature of Individual Guarantor | Social Security # |

(A facsimile version of this application will be considered as the original)