

BANK REFERENCES

Bank Name	Address	Phone	Account #
1)			
2)			

BONDING COMPANY

Name	Address	Phone	Contact

TERMS, CONDITIONS AND GUARANTEE

Applicant agrees by signing this application for credit, to authorize Kerr's Hickory Ready Mixed Concrete, Inc., and its Agents to investigate applicant's credit worthiness. Applicant agrees that Kerr's Hickory Ready Mixed Concrete, Inc. and its Agents may not only investigate the applicant's business credit worthiness but also the applicant's personal credit worthiness. Consumer Reports may be requested in connection with the processing of this application and subsequently pursuant to the Fair Credit Reporting Act. Upon request, Kerr's Hickory Ready Mixed Concrete, Inc. will inform applicant of the names and addresses of any consumer reporting agencies which have provided us with such reports.

If this is a joint application, all applicants agree to be jointly and severally liable for all charges made on the account and on any other charges and credit issued to the applicant. The applicant agrees that if credit is issued as a result of this application, the issuer of the credit has the right to change the limit and terms as they desire. Upon approval of this Application, Kerr's Hickory Ready Mixed Concrete, Inc., in its sole discretion, and notwithstanding any request of Applicant, shall have the right to terminate Applicant's credit privileges under this Application at any time without prior notice to Applicant, except as otherwise provided by law.

In the event this account is placed in the hands of an attorney for collection or suit is instituted to collect same or any portion thereof applicant agrees and promises to pay all costs of collection including attorney fees and expenses, should a default in payment or any other obligation of Applicant and Kerr's Hickory Ready Mixed Concrete, Inc. occur. Applicant also agrees to pay a fee of \$30.00 or 5% (whichever is greater) per occurrence for any returned checks that are dishonored for any reason.

Your entire balance is due by the 10th of the following month. Any payments made after that date will be subject to interest of 1 1/2 % per month from date of delivery. Your signature on this application signifies your acceptance of our terms and conditons and that you will pay accordingly.

Applicant hereby certifies that the information furnished under this Application and any other financial statements furnished in connection herewith, is true and correct and that this information is being furnished for the purpose of extending credit to Applicant. Applicant understands and agrees to be bound by the above terms and all invoices and other documents furnished by Kerr's Hickory Ready Mixed Concrete, Inc. from time to time, all of which are incorporated herein by reference, and to advise Kerr's Hickory Ready Mixed Concrete, Inc. of any material change in the information provided herein, including but not limited to, change of address or telephone number. Applicant in all events shall notify Kerr's Hickory Ready Mixed Concrete, Inc. in writing by certified mail of any changes of ownership, business location, or insolvency of Applicant.

The undersigned, ("Guarantor"), having a financial interest in Applicant, and benefiting from the transactions contemplated by this Application, hereby personally guaranties the payment by Applicant to Kerr's Hickory Ready Mixed Concrete, Inc. of all amounts due and owing now, and from time to time hereafter from Applicant to Kerr's Hickory Ready Mixed Concrete, Inc. (the "Liabilities"). Guarantor expressly waives notice from Kerr's Hickory Ready Mixed Concrete, Inc. of its acceptance and reliance on this Guarantee, notice of sales made to Applicant, and notice of default by Applicant. The obligations of Guarantor hereunder shall not be affected, excused, modified or impaired upon the happening, from time to time of any event. No set-off, counterclaim or reduction of any obligation, or any defense of any kind or nature which Guarantor has or may have against Applicant of Kerr's Hickory Ready Mixed Concrete, Inc. shall be available hereunder to Guarantor against Kerr's Hickory Ready Mixed Concrete, Inc. In the event of a default by Applicant on its obligations to Kerr's Hickory Ready Mixed Concrete, Inc., Kerr's Hickory Ready Mixed Concrete, Inc. may proceed directly to enforce its rights hereunder and shall have the right to proceed first against Guarantor, without proceeding with or exhausting any other remedies. Guarantor in consideration of Kerr's Hickory Ready Mixed Concrete, Inc.

extending financial accomodation to Applicant, hereby waives and relinquishes any rights of indemnification, contribution, reimbursement or exoneration which may be asserted against Applicant if Guarantor performs his or her obligations under this guarantee and Guarantor understands the benefit of such rights. Guarantor agrees to pay all fees, costs and expenses, including reasonable attorneys' fees, which may be incurred by Kerr's Hickory Ready Mixed Concrete, Inc. in enforcing this Guarantee or protecting its rights following any default on the part of Guarantor. This Guarantee shall be binding upon Guarantor and Guarantor's heirs, successors, assigns, representatives and survivors, and shall inure to the benefit of Kerr's Hickory Ready Mixed Concrete, Inc. and may be assigned by Kerr's Hickory Ready Mixed Concrete, Inc. without notice to Guarantor. This Guarantee shall be governed by and interpreted under the laws and decisions of the state where the Operating Company which provided this Application is located, without regard to the conflicts of law provisions thereof (the "Applicable State"). Guarantor and Kerr's Hickory Ready Mixed Concrete, Inc. irrevocably agree, and hereby consent and submit to the non-exclusive jurisdiction of any state or federal court located in the Applicable State with regard to any actions or proceedings arising from, relating to or in connection with the Liabilities and this Guarantee. If executed by more than one, the obligations of Guarantor shall be joint and several and all references to the singular shall be deemed in the plural. The terms and conditions above are incorporated by reference herein.

Applicant: (Full Firm Name)

Authorized Agent or Name of Guarantor	Social Security Number	Signature & Date

Use of a corporate title shall in no way limit the personal liability of the personal guarantee signatory.