



Radford Quarries, Inc.

Mailing Address: P.O. Box 2071, Boone, NC 28607

Physical Address: 200 Den-Mac Drive, Boone, NC 28607

Corporate Phone: (828)264-9828 **Corporate Fax:** (828)264-9829

| | | | | |
|---|--|--|---|---|
| Bamboo Quarry Boone, NC 828-264-7008 (p) | Glendale Springs Quarry Glendale Springs, NC 336-982-8500 (p) | Wilkes Sales Yard Wilkesboro, NC 336-921-2711 (p) | Avery Sales Yard Elk Park, NC 828-964-5229 (p) | Doe Creek Quarry Butler, TN 423-768-3133 (p) |
|---|--|--|---|---|

APPLICATION FOR CREDIT

SECTION I: APPLICANT INFORMATION

| | |
|---|---------------------------------------|
| <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Other _____ | |
| Company / Individual Name | Telephone / Fax |
| Mailing Address / City / State / Zip | E-mail Address |
| Physical Address / City / State / Zip | Payment responsibility / contact name |

SECTION II: BUSINESS INFORMATION

| | |
|--|--|
| Type of Business | Number of Years in Business |
| SSN or EIN | Tax Status <input type="checkbox"/> Taxable <input type="checkbox"/> Non-taxable (include tax exemption certificate) |
| Name / Address of Bonding Co. | Purchase Order Numbers Required <input type="checkbox"/> YES <input type="checkbox"/> NO |
| State Contractors License # | Credit Line Requested |
| Have you ever filed for bankruptcy? <input type="checkbox"/> YES <input type="checkbox"/> NO | If yes, give date and reason |
| Officer(s), Partner(s), Member(s), Owner(s), Proprietor | |
| Name | Title |
| Name | Title |
| Name | Title |

SECTION III: CREDIT REFERENCES (at least 1 bank, 2 trade)

| | |
|---|---|
| Reference (1) <input type="checkbox"/> Bank <input type="checkbox"/> Trade | Reference (2) <input type="checkbox"/> Bank <input type="checkbox"/> Trade |
| Company Name / Contact | Company Name / Contact |
| Street Address | Street Address |
| City / State / Zip | City / State / Zip |
| Telephone / Fax | Telephone / Fax |
| Account Number | Account Number |
| Reference (3) <input type="checkbox"/> Bank <input type="checkbox"/> Trade | Reference (4) <input type="checkbox"/> Bank <input type="checkbox"/> Trade |
| Company Name / Contact | Company Name / Contact |
| Street Address | Street Address |
| City / State / Zip | City / State / Zip |
| Telephone / Fax | Telephone / Fax |
| Account Number | Account Number |

SECTION IV: TERMS AND CONDITIONS

This Application, including all of the information contained herein, is a request for one or more extensions of business credit to defer payment for purchases of construction material by Applicant from Radford Quarries, Inc. By submitting this Application to Radford, Applicant hereby agrees to these Terms and Conditions.

Applicant hereby agrees to pay Radford for each purchase made hereunder, as follows: Net 25th prox. (25th day following the date of invoice). Applicant agrees to pay Radford a monthly late charge equal to the lesser or 1.5% of the maximum amount permitted by State Law, both before and after judgment. Terms of each individual sale are set forth on each invoice and Applicant hereby agrees to the terms of each invoice. Until Applicant has made settlement with Radford of the full amount due to Radford with respect to any materials supplied by Radford for which Applicant receives payment from a third party, Applicant shall segregate the proceeds from those materials and hold the same in trust for Radford.

Applicant authorizes Radford 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 III. Applicant further authorizes each of the creditors to give to Radford from time to time any and all necessary information that will aid Radford in its credit investigation. Applicant further authorizes Radford to reinvestigate credit status from time to time as Radford deems necessary. Radford reserves the right to limit, terminate, or change the terms of any extension of credit to Applicant at its sole discretion. Applicant authorizes Radford 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 Radford 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 I or II) or any other information which may affect ability to pay, and until such time, Radford may continue to rely on this information. Any changes in legal status or the information provided in Section I or II must be communicated at least five business days in advance by certified mail. The original Applicant will remain liable until such time as Radford 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, reasonable attorney fees should all or any part of this account be placed for collection. Applicant further waives the right to a jury trial in the event Radford 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 sale or extension of credit by Radford, including, but not limited to, any action by Radford 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 the 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 Radford, by certified mail at the address found on its invoices, within thirty (30) days of receipt of such products by Applicant. Applicant also agrees either (i) to provide Radford a particular list of representatives authorized to make transactions on the account or (ii) to allow Radford to determine in good faith whether an individual representative should be allowed to make transactions on the account. Applicant further agrees that any claims concerning unauthorized charges shall be waived unless written notice of such claim shall be delivered to Radford, by certified mail at the address found on its invoices, within sixty (60) days of the date of such charges.

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

Date Signed Printed Name / Address Signature of Authorized Representative Driver's License / Issuing State

SECTION V: PERSONAL GUARANTEE

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 Radford Quarries, Inc. 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 balance arising from sales to Applicant under the above Terms and Conditions. Each of the undersigned waives all notices with respect to this guarantee and waives acceptance of this guarantee by Radford. 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, reasonable attorney fees after default by the undersigned. Each of the undersigned authorizes Radford 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 Printed Name / Address Signature of Individual Guarantor Social Security Number

Date Signed Printed Name / Address Signature of Individual Guarantor Social Security Number

WITNESS:

Date Signed Printed Name / Address Signature of Witness

FOR CREDIT DEPT. USE ONLY

| | | | |
|----------------|----------|--------------------------|----------------|
| Date Received | Approved | <input type="checkbox"/> | Customer No. |
| Date Completed | Denied | <input type="checkbox"/> | Monitor Amount |