

Loven Ready Mix, LLC

P. O. BOX 911
MOUNTAIN CITY, TN 37683

PHONE (423) 727-2000 FAX (423) 727-2025

CREDIT APPLICATION

Name of Firm _____ Date _____

Physical Address _____

Mailing Address _____

Phone Number(s) _____ Fax Number _____

Cell Number(s) _____

Nature of Business _____

Principal Owners or Officers: _____ Number Years in Business _____

Name	Title	Home Address	Phone Number
------	-------	--------------	--------------

Name	Title	Home Address	Phone Number
------	-------	--------------	--------------

Accounts Payable Contact: _____

Accounts Payable email address: _____

Is business a : Corporation _____ Partnership _____ Sole Proprietor _____

Tax Exempt: Yes _____ No _____ (If yes, attach a Tax Exemption Certificate.)

Are you licensed in NC? _____ In TN? _____ License Number(s): _____

Bonding Company _____ Address _____

Bank _____ Address _____

Phone Number _____ Fax Number _____ Person to Contact _____

Do you require Purchase Orders? Yes _____ No _____

Credit References (Include one rental store if possible. Do not include bank.)

Name	Street Address	City, State, Zip	Phone	Fax
------	----------------	------------------	-------	-----

Name	Street Address	City, State, Zip	Phone	Fax
------	----------------	------------------	-------	-----

Name	Street Address	City, State, Zip	Phone	Fax
------	----------------	------------------	-------	-----

Name	Street Address	City, State, Zip	Phone	Fax
------	----------------	------------------	-------	-----

Have you ever traded under another name? Yes _____ No _____ If Yes, what was that name? _____

Have you done business with us before? Yes _____ No _____ If Yes, when? _____

Have applicant or any of its principals ever filed a voluntary position bankruptcy or been involved in a civil suit or tax lien? Yes _____ No _____

If Yes, please explain here or on back: _____

Initial Amount of Credit Requested \$ _____

Loven Ready Mix, LLC

P. O. BOX 911

MOUNTAIN CITY, TN 37683

PHONE (423) 727-2000 FAX (423) 727-2025

CREDIT APPLICATION

TERMS AND CONDITIONS:

The information on this credit application is for the purpose of obtaining credit and is warranted to be true. We hereby authorize Loven Ready Mix, LLC investigate the references listed pertaining to my/our credit and financial responsibility and that of any of the principals. Additionally, applicant hereby authorizes LOVEN READY MIX, LLC to obtain any and all information it deems necessary from any credit bureau or other such credit reporting agency. Applicant further authorizes each of such sources, references, credit bureaus, creditors, banks and financial institutions to supply LOVEN READY MIX, LLC such information as LOVEN READY MIX, LLC deems necessary to assist it in its consideration of this Application.

Applicant warrants and represents that it has the authority to enter into this agreement. Also, if the applicant is not a corporation then LOVEN READY MIX, LLC is relying upon the personal financial information of the applicant.

Upon acceptance the undersigned promises prompt payment of all indebtedness incurred by Customer to LOVEN READY MIX, LLC whether now due or hereafter incurred. Payment Terms are Net 15 Days and all payments are to be paid in US Dollars. If the total invoice price is not paid in full on or before the due date, Applicant agrees to pay interest on the unpaid delinquent balance. This interest will be calculated at the rate of one and one-half percent (1 1/2%) per month (annual percentage rate 18%) or the maximum rate allowed by law, whichever is less. Applicant agrees to pay in full all costs and expenses incurred by LOVEN READY MIX, LLC in collecting the amounts owed by Applicant under this Agreement, including any and all court costs and reasonable attorneys' fees. Payments received will be applied against open items on unpaid invoices in an order and sequence determined by LOVEN READY MIX, LLC if Applicant does not specify how payment is to be applied at the time of receipt. All accounts that go over 15 days past due may be placed on a COD basis. A new application for credit will be required to be reinstated on credit terms and only then at the discretion of Loven Ready Mix, LLC. A \$25.00 service charge will be assessed against an applicant's account upon receipt of any returned check.

Applicant acknowledges that all billings, accounts receivable, and credit functions of LOVEN READY MIX, LLC are processed through its Watauga County, North Carolina office. Therefore, in the event of litigation between Applicant and LOVEN READY MIX, LLC, the lawsuit or action shall take place in the courts located within Watauga County, North Carolina in which Loven Ready Mix, LLC's office is located. Applicant hereby waives its right to litigate in any other State or County.

The applicant will be considered to be in default of this agreement if LOVEN READY MIX, LLC believes that the prospect of performance of any provision by Applicant is impaired. For example, failure on the part of Applicant to keep their account with us current may demonstrate an inability by Applicant to fulfill their obligation to LOVEN READY MIX, LLC. Moreover, if it is discovered that information provided to LOVEN READY MIX, LLC on the credit application is inaccurate, incomplete, or false to a significant degree, Loven Ready Mix, LLC can cease to extend credit to Applicant.

Applicant agrees that in the event LOVEN READY MIX, LLC is required to pay sales or use taxes to the taxing authority of any State or political subdivision thereof in connection with any sale of tangible personal property or other items or materials to Applicant, Applicant will, upon demand, reimburse, indemnify and hold harmless LOVEN READY MIX, LLC for the amount of any such tax, and for the amount of all costs or attorneys' fees incurred by LOVEN READY MIX, LLC in contesting such tax.

If purchase of materials is for a specific project then Applicant is required to provide LOVEN READY MIX, LLC upon request information regarding bonding companies, general contractors, or owners for the purpose of filing preliminary notices, claims on payment bonds, or mechanics and materialmen's liens.

Amendment of this agreement may be by LOVEN READY MIX, LLC at any time upon thirty (30) days notice to applicant. Notice may be given on invoice, statement, or otherwise. In addition to this agreement, the laws of the State of North Carolina shall govern the interpretation of this Agreement. This Agreement shall not be binding upon LOVEN READY MIX, LLC or inure to the benefit of Applicant until written acceptance by LOVEN READY MIX, LLC.

Applicant has read and hereby agrees to the terms and conditions listed above and on the reverse side of this Application for Credit.

Company or Individual Name

Authorized Signature (Must be owner, partner or officer of corporation)

Printed or Typed Name of Signer

Company Position Held by Signer

BELOW LINE FOR OFFICE USE ONLY

Initial Credit Amount Granted: _____ Date: _____

Loven Ready Mix, LLC

P. O. BOX 911
MOUNTAIN CITY, TN 37683

PHONE (423) 727-2000 FAX (423) 727-2025

CREDIT APPLICATION

Signature and Name of Approver: _____

PERSONAL GUARANTY

In consideration of the extension of credit granted by Loven Ready Mix, LLC to

(Corporate customer)

I hereby personally, individually and unconditionally guarantee payment of whatever amount, which at any time shall be owing to Loven Ready Mix, LLC on account of goods and services delivered, after the date hereof. This is a continuing guarantee relating to any indebtedness, including that arising under successive transactions, which shall either continue to indebtedness or from time to time renew it after it, has been satisfied. This guarantee shall be perpetual as to any indebtedness incurred before written notice is received by Loven Ready Mix, LLC that I am unwilling to guarantee any additional indebtedness on this account. I understand and agree to pay a 1.5% per month delinquency and finance charge applied to any balance outstanding 30 days or more, computed on a daily basis, and agree that is a guaranty of payment and not of collection and the undersigned further waives any right to require that any action be brought against the corporate customer or any other person or to require that resort be had to any security or to any balance of any deposit account or credit on the books of Creditor in favor of the Borrower or any other person. Delinquency and finance charges will not exceed the maximum allowed by state or federal law.

Guarantor: _____

Guarantor: _____

Do not use corporate titles – Individual only

Dated: _____