

Vulcan Materials Company

MIDWEST DIVISION, VULCAN CONSTRUCTION MATERIALS, LP

1000 E. Warrenville Rd., Suite 100, Naperville, IL 60563 . TELEPHONE 630-955-8500 FAX 630-955-4452

APPLICATION FOR BUSINESS CREDIT

Rev.05/08

DATE : _____.

SECTION I - APPLICANT

COMPANY/CUSTOMER NAME _____

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

(for credit dept. use only)

STREET ADDRESS _____

Customer Number _____.

BILLING ADDRESS _____

SLS REP _____.

CITY _____ STATE _____ ZIP _____

Approved

TELEPHONE NO. (____) _____ FAX NO. (____) _____

Denied

CELL PHONE (____) _____ ACT. PAY CONTACT _____ E-MAIL ADD: _____.

SECTION II - BUSINESS DESCRIPTION

CORPORATION PARTNERSHIP SOLE OWNER LLC LP OTHER

DESCRIPTION OF BUSINESS _____ HOW LONG IN BUSINESS _____.

PARENT COMPANY _____ DUN & BRADSTREET# _____.

SECTION III - OFFICER(S), partner(s), PROPRIETOR, OWNER, MEMBER INFORMATION

NAME _____ TITLE _____.

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SECTION IV - CREDIT REFERENCES

BANK REFERENCE: _____ PHONE (____) _____

FULL ADDRESS _____ ZIP CODE _____

ACCOUNT NUMBER/S _____

TRADE REFERENCES:

1. NAME: _____ 3. NAME: _____

ADDRESS: _____ ADDRESS: _____

CITY/STATE/ZIP: _____ ACT: _____ CITY/STATE/ZIP: _____ ACT#: _____

PHONE: _____ FAX: _____ PHONE: _____ FAX: _____

2. NAME: _____ 4. NAME: _____

ADDRESS: _____ ADDRESS: _____

CITY/STATE/ZIP: _____ ACT#: _____ CITY, STATE: _____ ZIP: _____

PHONE: _____ FAX: _____ PHONE: _____ ACT# _____

SECTION V - MISC INFORMATION

FEDERAL ID # _____ PURCHASE ORDER NUMBERS REQUIRED YES NO

NAME & ADDRESS OF BONDING CO. _____

ESTIMATED MONTHLY CREDIT REQUIREMENTS _____ STATE CONTRACTORS LICENSE# _____

TAX STATUS TAXABLE NON-TAXABLE - TAX EXEMPT ID or RESALE # _____ (INCLUDE TAX EXEMPT CERTIFICATE)

HAVE YOU EVER FILED FOR BANKRUPTCY? YES NO

DO YOU HAVE ANY PENDING LITIGATION YES NO IF YES, GIVE REASON _____

WHICH VULCAN LOCATIONS DO YOU ANTICIPATE PURCHASING FROM (CIRCLE ALL THAT APPLY):

LAKE BLUFF	KANKAKEE	LEMONT	BOLINGBROOK	LISBON	GRAYSLAKE	ELK GROVE	PERSHING RD.
LARAWAY	MANTENO	BARTLETT	LARAWAY	MCCOOK	RACINE	SUSSEX	DOUSMAN
OSHKOSH	MONON	URBANA	DAUGHTERY	SWISHER	ROCKESTER	LOWELL	
FRANCESVILLE	KENOSHA	MACON	PLAINFIELD	FRANKLIN	DEKALB		

Page 1 Application isn't considered complete without 2nd page being completed and signed

SECTION VI - TERMS AND CONDITIONS OF BUSINESS CREDIT

This application and 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, LP 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 30 days (30 days following the date of invoice.) 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 inquires 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 the 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 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 State where the shipments originated and that if any provisions 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's 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 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)

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, LP 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 \$1000,000 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 #
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(A facsimile version of this application will be considered as the original)