

Chandler Concrete Co., Inc.
 Central Concrete Company
 R.F. Kirkpatrick & Sons, Inc.
 CCC Sand and Gravel, Inc.



Post Office Box 131
 Burlington, North Carolina 27216-0131
 Phone (336)226-1181
 Fax (336)226-2969

APPLICATION FOR CREDIT

I. INDIVIDUAL

Name: _____ SOC. SEC. _____
 Address _____ Phone _____
Street City State & Zip Code
 Employer _____ Phone _____
 Birth Date _____ Age _____
 Spouse _____ SOC. SEC. _____
 Employer _____ Birth Date _____ Age _____ Phone _____

II. PARTNERSHIP (List General Partners)

NAME	SOC. SEC.	ADDRESS STREET	CITY	STATE	ZIP CODE	PHONE

Partnership Name _____

III. CORPORATION

Name _____
 Address _____ Phone _____
Street City State & Zip Code
 State of Incorporation _____ Corporate Tax ID # _____

Officers of Corporation: (Officers must be listed below.)

NAME	SOC. SEC.	ADDRESS	CITY	STATE	ZIP CODE	POSITION

**IV. LIST FOUR CREDIT REFERENCES
 (Acceptable only if phone # and fax # provided)**

NAME	ADDRESS	FAX NO.	PHONE

V. Name of Bank _____ Phone _____

Construction Loan: _____
Name Address City State Zip Code Loan Officer Phone

Applicant hereby applies to Chandler Concrete Co., Inc., Central Concrete Company, R.F. Kirkpatrick & Sons, Inc. and/or CCC Sand and Gravel, Inc. (referred to herein collectively as the "Chandler Companies" and individually as "Chandler") to sell concrete and/or other materials and services to the Applicant on credit under the TERMS AND CONDITIONS SET FORTH BELOW AND ON THE REVERSE SIDE OF THIS APPLICATION.

The individual signing on behalf of the Applicant represents and warrants that the information provided in this application is true, correct and complete in every material respect.

Applicant agrees (1) to pay the purchase price for materials and services purchased from Chandler within thirty (30) days after the materials and/or goods are delivered or provided by Chandler; (2) to pay FINANCE CHARGES at the rate of eighteen percent (18%) per annum on any portion of the purchase price from the 31st day after the date of delivery until the day on which the purchase price is paid; (3) to pay a processing fee of Twenty Five Dollars (\$25.00) for each check of Applicant which is not paid and returned to Chandler because of insufficient funds; and (4) to pay all costs and expenses, including reasonable attorneys' fees, incurred by Chandler in attempting to collect any unpaid portion of the purchase price for goods and services purchased by Applicant from Chandler.

Type of Account: Residential () Commercial () Highway/Bridge () Utility ()

(Print or type name of Corporate/Partnership/LLC Applicant) _____ Signature of Individual Applicant _____ (SEAL)

By: _____ Signature of Authorized Officer/Agent & Title _____ (SEAL)

_____ Witness _____ Date of Application _____

For Internal Use Only:
 Application Approved By: _____ Date: _____ Credit Limit: _____

General Terms and Conditions of Sale

Applicant agrees that its purchase of concrete and/or other materials and services from any one or more of the Chandler Companies shall be upon and subject to the following terms and conditions:

Deliveries. Applicant will give Chandler reasonable advance notice of requested delivery of materials including the timing and quantities of materials. Chandler will use its best efforts to comply with delivery schedules requested by Applicant consistent with Chandler's available capacity and other commitments. Chandler shall not be liable for damages, costs or expenses resulting from or incident to any delays in delivery of materials.

The minimum delivery of ready mixed concrete is one (1) cubic yard. After the dispatch of ready mixed concrete to fill an order placed by Applicant, the concrete can not be returned for credit even if the order was placed by Applicant in error or the concrete ordered is in excess of Applicant's actual requirements.

An additional charge (available from Chandler upon request) will be made for all deliveries before 7:30 am and after 5:00 pm on weekdays, and for all deliveries on Saturday and Sunday and on the following holidays: New Year's Day, Easter, Independence Day, Labor Day, Thanksgiving Day and Christmas or any other holiday designated by the Company.

Pricing of materials is based upon delivery at the jobsite boundary line with a public street. At the request of Applicant and in reliance upon Applicant's indemnification of Chandler from liability set forth below, Chandler may deliver concrete to a location that is not at the jobsite's boundary line with a public street. If delivery is requested other than at a public street, Applicant will provide and maintain a private street or roadway accessible to, and suitable for use by, Applicant's trucks and equipment from the public street to the place of delivery.

If Applicant requests delivery of materials at a location other than the boundary line of the jobsite with a public street, as an inducement to Chandler to make such delivery, Applicant (i) assumes responsibility for any damage to persons or property which occurs in connection with such delivery, including, without limitation, damage to the property of Applicant, Chandler or others, such as damage to sidewalks, inside driveways, buildings, trees or shrubbery; (ii) agrees to indemnify and hold Chandler harmless against and from all losses, claims, damages or liabilities, joint or several, under any statute, at common law or otherwise (and all actions, claims, proceedings and investigations in respect thereof), to which Chandler may become subject in connection with its delivery of materials other than at the boundary line of the job site with a public street; and (iii) agrees to reimburse Chandler for all costs and other out-of-pocket expenses (including reasonable attorneys' fees) as and when incurred by Chandler in responding to or defending any action, claim, proceeding or investigation (whether initiated or conducted by Applicant or any other party) in which any such claim, damage or liability is asserted, and whether or not resulting in any liability.

Applicant agrees to accept delivery of ready mixed concrete ordered from Chandler at the jobsite, and will provide facilities and conditions that will enable each Chandler truck to be unloaded within a period of time after arrival of the truck at the jobsite equal to 10 minutes for each cubic yard of concrete. Applicant agrees to pay a demurrage charge (the amount of which shall be available from Chandler upon request) for each additional minute beyond 10 minutes per cubic yard of concrete to be unloaded that the truck is required to remain at the jobsite due to Applicant's failure to accept the concrete and/or to provide adequate facilities and conditions for unloading concrete within the time described in this paragraph.

Chandler will not be responsible for any delay or failure to deliver or provide materials and/or services which is attributable to strikes or other labor troubles, accidents or necessary repairs to machinery, fire, floods, or other adverse weather conditions, inability to procure transportation, electrical power, coal, or operating materials or machinery, Government regulations, requirements, or orders, acts of public enemies, mobs or rioters, acts of God, or any other causes beyond the Chandler's control. Chandler reserves the right to refuse to deliver materials when, in Chandler's reasonably held belief, such delivery would be unsafe or impractical by reason of any existing or threatened strike, lockout, boycott, picketing or other labor dispute.

Price and Terms of Payment. Applicant shall pay Chandler for concrete and other materials and/or services at Chandler's published prices for such materials and services except as otherwise provided in a written purchase order/quotation signed and approved by Chandler in advance of the delivery of materials or the provision of services. Prices and quantities for ready mixed concrete are determined by the wet volume of the concrete at the time of discharge from the delivery truck.

Unless the Applicant is otherwise notified by Chandler, the purchase price for materials and/or services purchased from Chandler shall be due and payable, and Applicant agrees to make payment thereof, 30 days after the date on which the materials and/or services are delivered or provided. Applicant agrees to pay Chandler a finance charge at the annual rate of 18% (1½% per month) on any unpaid portion of the purchase price from the 31st day after the date of delivery until the day on which the purchase price is paid. In addition, Applicant agrees that Chandler's delivery ticket for the materials and/or services shall constitute evidence of Applicant's indebtedness to Chandler for the unpaid balance of the purchase price and any finance charges due thereon and Applicant agrees to pay Chandler the costs and expenses, including reasonable attorneys' fees, incurred by Chandler in attempting to collect such indebtedness.

If, in Chandler's sole discretion, Applicant's financial responsibility is unsatisfactory or if any indebtedness of Applicant to any of the Chandler Companies is past due, Chandler may cancel orders, discontinue shipments, require cash payment in advance and/or require other satisfactory security or guarantees to assure the payment when due of all of Applicant's indebtedness to any of the Chandler Companies. A failure by Chandler to take any such action shall not constitute a waiver by Chandler, or otherwise affect Chandler's right, to take such action in the future.

Product Specifications.

Chandler warrants only that ready mixed concrete sold by Chandler to the Applicant shall comply with the specifications set forth on the delivery ticket. A Chandler guarantee of compressive strength of concrete must be in writing, will not be effective if the customer requests a mix, proportions and/or additives other than as prescribed by Chandler in the written guarantee, and will be to specifications prescribed in A.S.T.M. C94 determined in accordance with A.S.T.M. approved testing procedures. Specifically and without limitation, concrete is designed to achieve the specified compressive strength in 28 days when moist cured at 73.4 F. plus or minus 3 degrees.

APPLICANT'S EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY SHALL BE REPLACEMENT OF THE NON-CONFORMING MATERIALS OR, AT CHANDLER'S OPTION, A REFUND OF THE PURCHASE PRICE. CHANDLER SHALL NOT BE LIABLE FOR CONSEQUENTIAL AND/OR INCIDENTAL DAMAGES. CHANDLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY AND EXPRESSLY DOES NOT WARRANT THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF MATERIALS SOLD TO APPLICANT.

Specifically and without limitation, Chandler assumes no responsibility for handling and placing the concrete and shall have no responsibility for the finish work in which the concrete is used or for the effects of the climate and weather conditions on the pouring and curing of the concrete. The concrete shall have the correct water content to achieve the specifications indicated on the delivery ticket. The addition of water or other materials to the concrete at the job site may reduce the concrete's strength and affect the concrete's conformity with the specification on the delivery ticket. Accordingly, water and other materials may be added to concrete provided by Chandler only by the Applicant or at the Applicant's request. Applicant expressly assumes any risk associated with the addition of water or other materials to the concrete at the jobsite; agrees to indemnify and hold Chandler harmless against and from all losses, claims, damages or liabilities to which Chandler may become subject which involve an assertion that the concrete did not comply with the specifications set forth on the delivery ticket or was otherwise of unsatisfactory quality; and agrees to reimburse Chandler for any costs and expenses, including reasonable attorney's fees, as and when incurred by Chandler in responding to or defending any action, claim, proceeding or investigation in which any such loss, claim, damage or liability is asserted.

Applicant agrees to give Chandler written notice of any alleged defect in ready mixed concrete within a reasonable time, and in no event more than five (5) days, after the first observance of such alleged defect and will provide Chandler access to the job site at reasonable times to investigate Applicant's complaints and to take test samples. Applicant's failure to give Chandler such written notice of the alleged defect or to provide Chandler with access to the job site to investigate and take test samples shall constitute a waiver by Applicant of the right to assert a claim against Chandler with respect to the alleged defect.

Applicant has read and understands the foregoing. Applicant's purchase of materials and/or services from Chandler after the date on which a copy of this Application is made available to Applicant shall constitute Applicant's agreement that each purchase of goods and/or materials from Chandler shall be upon and subject to the terms and conditions set forth herein except to the extent otherwise agreed to in a writing signed by both Applicant and Chandler. No purchase order or other document which contains provisions which are contrary to or which purport to modify any of the terms and conditions contained shall be effective unless signed by both Chandler and Applicant.



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GUARANTY AGREEMENT

This Agreement is entered into and made effective as of the ___ day of _____, 20___ between the following:

Chandler Concrete Co., Inc., Central Concrete Company, R.F. Kirkpatrick & Sons, Inc. and/or CCC Sand and Gravel, Inc. (herein collectively referred to as the "Chandler Companies" and individually as "Chandler"); and the undersigned Guarantor(s) (herein collectively referred to as the "Guarantors", whether one or more) for the benefit of the Debtor named hereinafter.

Guarantors have requested the Chandler Companies to extend credit to Debtor: (business name) _____ by selling materials and/or services to the Debtor without requiring payment in advance therefor. To induce such extension of credit to the Debtor, the Guarantors have agreed to guaranty the payment of any and all obligations of the Debtor to any of the Chandler Companies as provided herein. From time to time and in their sole discretion, any of the Chandler Companies may extend, or withhold the extension of credit, to Debtor.

The Chandler Companies and the Guarantors agree as follows:

1. In consideration of the extension of credit by any of the Chandler Companies to the Debtor, each Guarantor, jointly and severally if more than one, hereby unconditionally guarantees to each of the Chandler Companies the punctual payment when due, with such interest as may accrue thereon, of all debts and obligations of the Debtor to any of the Chandler Companies, now existing or hereafter arising, including without limitation any obligation for the payment of the purchase price and/or contract price for materials and services provided by any of the Chandler Companies to, or at the request of, the Debtor (all of which are herein sometimes referred to as "Obligations of Debtor").
2. Each Guarantor's liability hereunder for payment of the Obligations of Debtor shall not be affected by the exchange, compromise or surrender of all or any security now or hereafter held for payment of any of the Obligations of Debtor, the modification, renewal and/or extension of any of the Obligations of Debtor, and/or the release of, or the granting of an indulgence to, any other person liable for payment of the Obligations of Debtor.
3. If there is a default in payment of the Obligations of Debtor, any of the Chandler Companies may employ an attorney to enforce its rights and remedies under this Guaranty Agreement and each Guarantor agrees to pay all costs and expenses, including reasonable attorneys fees, incurred by Chandler in attempting to collect any unpaid portion of the Obligations of Debtor and/or to enforce any of Chandler's rights and remedies under this Guaranty Agreement.
4. Each Guarantor expressly waives: (a) notice of acceptance of this guaranty and of all extensions of credit to the Debtor; (b) presentment and demand for payment of any of the Obligations of Debtor; (c) protest and notice of dishonor or of default to the Guarantors or to any other party with respect to any of the Obligations of Debtor or with respect to any security therefor; (d) all other notices to which a Guarantor might otherwise be entitled; and (e) demand for payment under this guaranty.
5. This is a guaranty of payment and not of collection. The liability of each Guarantor on this guaranty shall be direct and immediate and not conditional or contingent upon the pursuit of any remedies against the Debtor or any other person or the enforcement of any security interest or lien available to any of the Chandler Companies. Each Guarantor waives any right to require that an action be brought against the Debtor or any other person or to require the enforcement of any security interest or lien securing the payment of any of the Obligations of Debtor or to require the enforcement of any other remedy against the Debtor or others.
6. This guaranty shall be binding upon each Guarantor, his or her personal representatives, successors and assigns unless and until (and then only with respect to future transactions or commitments) terminated by a written notice to that effect received by the Chandler Companies, by certified mail, return receipt requested, addressed to: Chandler Concrete Co., Inc., P.O. Box 131, Burlington, North Carolina 27216.

Each of the Guarantors has signed this agreement and affixed his or her seal as of the date set forth above.

_____(SEAL) _____
Guarantors Witness

_____(SEAL) _____
Guarantors Witness

_____(SEAL) _____
Guarantors Witness

Agreed to by the Chandler Companies:

Authorized Representatives