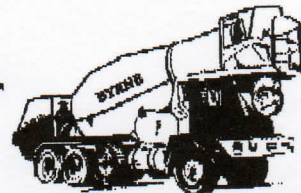


W.L. BYRNE, INC.
BYRNE SAND AND GRAVEL CO., INC.
 READY-MIX CONCRETE



210 Wood Street
 Middleboro, MA 02346

508-947-0724
 Fax 508-947-7090

CREDIT APPLICATION PLEASE FAX COPY AND MAIL ORIGINAL. Date _____

Company Name: _____ Phone: _____

Address: _____ Fax: _____

City: _____ State: _____ Zip Code: _____

Principal name: _____ Address: _____

State & Zip _____ Social Security Number: _____ Date of Birth: _____

Application for credit is hereby made to the companies listed above and the following references given. It is understood this information will be held in strictest confidence and used by your credit department.

Bank Name: _____
 Address: _____
 Account No. _____
 Phone: _____ Fax _____

Name: _____
 Address: _____
 Phone: _____ Fax: _____

Name: _____
 Address: _____
 Phone: _____ Fax: _____

Name: _____
 Address: _____
 Phone: _____ Fax: _____

Name: _____
 Address: _____
 Phone: _____ Fax: _____

Name: _____
 Address: _____
 Phone: _____ Fax: _____

(We)(I) agree to the following conditions:

1. All invoices will be paid according to your stated terms.
2. (We) (I) agree to notify you immediately of any change of ownership.
3. (We) (I) will pay late payment finance charges which are computed by a "Periodic" rate of 1.5% per month which is an Annual Percentage Rate of 18% applied to unpaid balance of 30 days or more past due as of the billing date.
4. (We) (I) agree to be responsible for cost of collection including collection fees and or attorney's fees at the rate of 33-1/3% charged by such agent or attorney or actually billing of agent or attorney, whichever amount is greater, plus court costs and interest on any unpaid amounts.

Terms: Net 30, unless otherwise stated. Accounts in arrears for 30 days or more will be limited to cash or C.O. D. until the account is within terms. W.L. Byrne, Inc. / Byrne Sand & Gravel Co. Inc., reserves the right on any unpaid balance existing after 30 days from initial billing to turn same over to collection agent and or attorney for collection at "Customers" expense.

Termination: This application and agreement to extend credit shall remain in full force and effect until otherwise terminated in writing. All purchases that are made and not paid for at the time of purchase shall be subject to the terms of this agreement. The sending of notice postage prepaid, Return Receipt Requested to either party at their address as listed herein shall be deemed adequate notice.

Date: _____ Firm name: _____

By: _____ Title: _____

Applicant: _____ Date: _____

Personal Guaranty

In consideration of the extension of credit by W.L. Byrne, Inc./Byrne Sand & Gravel Co., Inc., to the applicant (hereinafter referred to as "The Customer"), and for other valuable consideration, the undersigned hereby agrees to pay all sums of money now due and hereafter, to become due from the Customer, including without limited the generality of the foregoing, including all costs of collection at a rate of 33 1/3% charged by such agent or attorney or actual hourly rate of agent or attorney, whichever amount is greater, and other costs of attempts to collect said sums from the Customer and the undersigned, and lawful interest at the rate of 18%.

(We) (I) having financial interest in _____, hereby personally guarantee payment of any and all obligations incurred by _____ and agree to personally pay the same in event that _____ fails, neglects, or for whatever the reason, is unable to pay the same.

This agreement is a Massachusetts contract and shall be interpreted under the laws of the same.

Witness my/our hand(s) and seal(s) this _____ day of _____, _____.

- | | |
|--------------------------|--------------------------|
| 1. _____
Individually | 2. _____
Individually |
| _____
Printed Name | _____
Printed Name |
| _____
Address | _____
Address |