

CREDIT APPLICATION

PLEASE RETURN ORIGINAL APPLICATION BY MAIL

**NEVADA READY MIX
151 CASSIA WAY
HENDERSON NV 89014**

PHONE #702/457-1115

FAX #702/380-1012

FOR THE PURPOSE OF OBTAINING MATERIALS FROM NEVADA READY MIX CORPORATION (NRM) ON CREDIT, THE FOLLOWING STATEMENT IS MADE IN WRITING, INTENDING THAT IT SHOULD BE RELIED ON AS CORRECT AND TRUE.

FIRM NAME: _____ PHONE: _____
FAX : _____

ADDRESS: _____

OWNERSHIP: _____

NAME AND SSN (PRESIDENT)	ADDRESS	PHONE
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_____	_____	_____
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_____	_____	_____
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NAME AND ADDRESS OF NEAREST LIVING RELATIVE NOT LIVING WITH YOU

BUSINESS INFORMATION:

NAME AND ADDRESS OF PARENT COMPANY: _____
(IF SUBSIDIARY) _____

YEAR ESTABLISHED: _____ AT PRESENT LOCATION SINCE: _____

BONDED?: _____ BOND #: _____ CARRIER & ADDRESS _____

LICENSED?: _____ LICENSE # AND CLASSIFICATION _____

NRM SALES PERSON _____

REFERENCES: (CURRENT VENDORS ONLY)

NAME	ADDRESS	PHONE #	FAX #
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NAME	ADDRESS	PHONE #	FAX #
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NAME	ADDRESS	PHONE #	FAX #
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ARE YOU IN THE FINANCIAL POSITION TO PAY US IN THE EVENT YOU ARE NOT PAID? _____

FINANCIAL INFORMATION:

BANK: _____ BRANCH: _____ ACCOUNT # _____

DO YOU USUALLY PAY YOU BILLS? CURRENT __ SLOW 30 DAYS __ 60 DAYS

THE UNDERSIGNED HAS READ THE FOLLOWING TERMS AND CONDITIONS AND AGREES TO THEM:

1. IF CREDIT IS ACCEPTED THE TERMS OF THIS APPLICATION AND THOSE PRINTED ON THE INVOICES APPLY TO ALL TRANSACTIONS BETWEEN THE INDIVIDUAL AND NRM. NO VERBAL AGREEMENT IS BEING MADE OR WILL BE ALLOWED BY NRM.
2. PURCHASES ARE DUE AND PAYABLE THE 10TH OF THE MONTH FOLLOWING DELIVERY AND THE PURCHASE PRICE SHALL BE DEEMED TO INCREASE AT THE RATE OF 1 1/2% PER MONTH (18% PER ANNUM) FROM THE 30TH PROXIMO UNTIL PAID IN FULL.
3. IN THE EVENT THE ACCOUNT BECOMES PAST DUE, NRM MAY COLLECT IT BY ANY LEGAL MEANS IT WISHES TO USE. IN SUCH EVENT, THE UNDERSIGNED AGREES TO PAY AT LAS VEGAS, NEVADA, THE ACCOUNT, 18% PER ANNUM, AND ALL COLLECTIONS AND/OR ATTORNEY FEES.
4. THE UNDERSIGNED AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THE CERTAIN CONTINUING PERSONAL GUARANTEE FORM SIGNED AND DATED CONTEMPORANEOUSLY WITH THIS APPLICATION, SAID TERMS AND CONDITIONS ARE INCORPORATED HEREIN BY THIS REFERENCE.
5. CREDIT MAY BE WITHDRAWN FROM THE UNDERSIGNED AT ANY TIME BY NRM FOR ANY REASON WHATSOEVER.

I(WE) CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT, AND THAT I(WE) HAVE READ AND WILL COMPLY WITH YOUR TERMS. I AUTHORIZE YOU TO MAKE INVESTIGATIONS AND INQUIRIES AS NECESSARY IN CONNECTION WITH THIS APPLICATION.

SIGNED: _____ **SIGNED:** _____
COMPANY **INDIVIDUALLY**

DATE: _____ **DATE:** _____

CONTINUING GUARANTEE AGREEMENT

1. IN CONSIDERATION OF ANY CREDIT AND/OR OTHER FINANCIAL ACCOMMODATIONS GIVEN, OR TO BE GIVEN, OR CONTINUED, BY NEVADA READY MIX CORPORATION, A DELAWARE CORPORATION, HEREINAFTER REFERRED TO AS CREDITOR, TO _____ HEREINAFTER REFERRED TO AS DEBTOR, THE UNDERSIGNED, HEREINAFTER REFERRED TO AS GUARANTOR, HEREBY UNCONDITIONALLY GUARANTEES THE PROMPT PAYMENT OF ALL INDEBTEDNESS OR LIABILITIES ACCORDING TO THE TERMS THEREOF OR AS AGREED IN ANY FINANCIAL STATEMENT, APPLICATION OR OTHER INSTRUMENT EXECUTED BY DEBTOR, WHICH DEBTOR MAY NOW OR AT ANY TIME HEREAFTER OWE TO CREDITOR, WHETHER ARISING FROM DEALING BETWEEN CREDITOR AND DEBTOR OR FROM OTHER DEALINGS BY WHICH CREDITOR AMY BE OR BECOME IN ANY MANNER WHATSOEVER A CREDITOR OR DEBTOR, WITH SUCH INTEREST AS MAY BE DUE THEREON FROM DEBTOR.

2. GUARANTOR AGREES THAT CREDITOR MAY IN ITS ABSOLUTE DISCRETION AND WITHOUT PREJUDICE TO OR IN ANY WAY LIMITING OR LESSENING THE LIABILITY OF GUARANTOR UNDER THIS GUARANTEE: (A)EXTEND CREDIT TO DEBTOR IN SUCH AMOUNT AND AT SUCH TIMES AS CREDITOR MAY DETERMINE, WHETHER OR NOT CREDITOR HAS KNOWLEDGE OF FACTS WITH RESPECT TO DEBTOR WHICH MIGHT BE CONSTRUED AS MATERIALLY PREJUDICIAL TO THE INTERESTS OF GUARANTOR, CREDITOR BE HEREBY RELIEVED OF ANY DUTY TO DISCLOSE ANY SUCH FACTS TO GUARANTOR; (B)GRANT EXTENSIONS OF TIME OR OTHER INDULGENCES; (C) CHANGE THE INTEREST RATE; (D) TAKE OR GIVE UP OR MODIFY, VARY EXCHANGE, RENEW OR ABSTAIN FROM PERFECTING OR TAKING ADVANTAGE OF ANY SECURITY; (E) ACCEPT OR MAKE COMPOSITIONS OR OTHER ARRANGEMENTS OR FILE OR REFRAIN FORM FILING A CLAIM IN ANY BANKRUPTCY PROCEEDING OF DEBTOR OR OTHER GUARANTOR; (F) DISCHARGE OR RELEASE ANY PARTY OR PARTIES; (G) REALIZE ON ANY SECURITY; AND (H) OTHERWISE DEAL WITH DEBTOR AND ANY COGUARANTOR(S) AND OTHER PARTIES AND SECURITY AS CREDITOR MAY DEEM EXPEDIENT.

3. THIS SHALL BE A CONTINUING GUARANTEE AND SHALL COVER ALL INDEBTEDNESS AND LIABILITIES OF DEBTOR TO CREDITOR, AND WHERE MORE THAN ONE, THE SEVERAL OBLIGATIONS OF EACH AS WELL AS THEIR JOINT OBLIGATIONS, INCLUDING THOSE INCURRED UP TO SUCH TIME AS CREDITOR SHALL HAVE ACTUALLY RECEIVED WRITTEN NOTICE OF REVOCATION OF THIS GUARANTEE BY GUARANTOR. SUCH REVOCATION SHALL NOT AFFECT GUARANTORS OBLIGATIONS TO CREDITOR WITH RESPECT TO INDEBTEDNESS OR LIABILITIES OF DEBTOR TO CREDITOR ARISING PRIOR TO ACTUAL RECEIPT BY CREDITOR OF SUCH REVOCATION.

4. THIS GUARANTEE SHALL SECURE BALANCE DUE OR OWING FROM TIME TO TIME AND AT ANY TIME FROM DEBTOR TO CREDITOR, NOTWITHSTANDING ANY PAYMENTS FROM TIME TO TIME MADE TO CREDITOR OR ANY SETTLEMENT OF ACCOUNT OR ANY OTHER THINK WHATSOEVER; AND NO PAYMENTS MADE BY OR ON BEHALF OF GUARANTOR TO CREDITOR SHALL BE HELD TO DISCHARGE OR DIMINISH THE CONTINUING LIABILITY OF GUARANTOR HEREUNDER UNLESS WRITTEN NOTICE IS GIVEN TO CREDITOR AT THE TIME OF MAKING SUCH PAYMENTS THAT THE SAME ARE BEING MADE FOR THE PURPOSE OF LIQUIDATING SUCH LIABILITY; AND, UNTIL FULL PAYMENT OF ALL INDEBTEDNESS AND LIABILITIES (INCLUDING INTEREST), PAST, PRESENT AND FUTURE AND WHETHER OR NOT PAYMENT THEREOF IS GUARANTEED HEREBY, OF DEBTOR TO CREDITOR, GUARANTOR WAIVES ALL RIGHT OF SUBROGATION AND ALL BENEFIT OF OR RIGHT TO PARTICIPATE IN ANY SECURITY NOW OR HEREAFTER HELD BY CREDITOR.

5. ALL DEMANDS, PRESENTMENTS, NOTICE OF PROTEST AND OF DISHONOR AND NOTICES OF EVERY KIND AND NATURE, INCLUDING THOSE OF ANY ACTION OR NON-ACTION ON THE PART OF DEBTOR, CREDITOR, ANY COGUARANTOR, OR ANY OTHER PERSON WHOMSOEVER, ARE EXPRESSLY WAIVED BY GUARANTOR. GUARANTOR HEREBY WAIVES THE RIGHT TO REQUIRE CREDITOR TO PROCEED AGAINST OR APPLY ANY SECURITY IT MAY HOLD, AND WAIVES THE RIGHT TO REQUIRE CREDITOR TO PURSUE ANY OTHER REMEDY FOR THE BENEFIT OF THE GUARANTOR, AND AGREES THAT CREDITOR MAY PROCEED AGAINST GUARANTOR FOR THE AMOUNT HEREBY GUARANTEED WITHOUT TAKING ANY ACTION AGAINST DEBTOR, ANY COGUARANTOR OR ANY OTHER PARTY AND WITHOUT PROCEEDING AGAINST OR APPLYING ANY SECURITY IT MAY HOLD. GUARANTOR WAIVES THE RIGHT TO PLEAD ANY AND ALL STATUTES OF LIMITATIONS AS A DEFENSE TO THIS GUARANTEE AND TO ANY INDEBTEDNESS OR LIABILITY HEREBY GUARANTEED, INCLUDING INTEREST, SHALL, AS OF THE TIME EACH SUCH PAYMENT IF MADE, STOP THE RUNNING OF THE TIME WITHIN WHICH AN ACTION MAY BE COMMENCED UPON THIS GUARANTEE AND SHALL CONSTITUTE A FURTHER WAIVER BY GUARANTOR OF THE RIGHT TO PLEAD ANY AND ALL STATUTES OF LIMITATION AS A DEFENSE TO THIS GUARANTEE AND TO ANY INDEBTEDNESS OR LIABILITY

HEREBY GUARANTEED.

6. ALL DEBTS AND LIABILITIES, PRESENT AND FUTURE, OF DEBTOR TO GUARANTOR, OR ANY OF THEM, ARE HEREBY POSTPONED TO THE LIABILITIES OF THE DEBTOR TO CREDITOR, AND ALL MONEYS RECEIVED BY ANY OF THE GUARANTORS OF THEIR REPRESENTATIVE, SUCCESSORS OR ASSIGNS THEREON, SHALL BE RECEIVED AS TRUSTEES FOR THE CREDITOR AND SHALL BE PAID OVER TO CREDITOR; AND GUARANTOR AND EACH OF THEM FURTHER AGREE, UPON ANY LIQUIDATION OR DISTRIBUTION OF THE ASSETS OF DEBTOR, TO ASSIGN TO CREDITOR UPON ITS REQUEST ALL CLAIMS ON ACCOUNT OF ALL SUCH DEBTS AND LIABILITIES UNTIL PAYMENT IN FULL OF ALL LIABILITIES OF DEBTOR TO CREDITOR; AND THIS AGREEMENT SHALL CONSTITUTE SUCH ASSIGNMENT IN THE EVENT GUARANTOR SHALL FAIL OR REFUSE TO EXECUTE AND DELIVER SUCH OTHER OR FURTHER ASSIGNMENT OF SUCH CLAIMS AS CREDITOR MAY REQUEST.

7. WHERE DEBTOR IS A CORPORATION, PARTNERSHIP, OR OTHER ASSOCIATION OR A RECEIVER, TRUSTEE OR OTHER FIDUCIARY, CREDITOR IS NOT TO BE CONCERNED TO SEE OR INQUIRE INTO THE POWERS OF DEBTOR OR ITS DIRECTORS, OFFICERS, PARTNERS, ASSOCIATES OR OTHER AGENTS ACTING OR PURPORTING TO ACT ON ITS BEHALF, GUARANTOR HEREBY REPRESENTING THAT SUCH POWERS EXIST, AND ANY CREDIT AND/OR FINANCIAL ACCOMMODATIONS GIVEN, OR TO BE GIVEN, OR CONTINUED BY CREDITOR IN THE PROFESSED EXERCISE OF SUCH POWERS SHALL BE DEEMED TO FORM PART OF THE LIABILITIES GUARANTEED, EVEN THOUGH THE OBTAINING OR RECEIVING OF SUCH CREDIT AND/OR OTHER FINANCIAL ACCOMMODATIONS BE IN EXCESS OF THE POWERS OF DEBTOR OR OF THE DEFECTIVE OR INFORMAL.

8. WHEN DEBTOR IS A PARTNERSHIP OR OTHER ASSOCIATION, THIS GUARANTEE SHALL EXTEND TO THE PERSON OR PERSONS FROM TIME TO TIME CARRYING ON THE DEBTOR'S BUSINESS, NOT WITHSTANDING ANY CHANGE OR CHANGES IN THE NAME OR MEMBERSHIP OF DEBTOR'S FIRM.

9. EACH MARRIED PERSON WHO EXECUTES THIS GUARANTEE HEREBY AGREES AND EXPRESSLY ASSENTS TO THE LIABILITY OF THEIR SEPARATE PROPERTY AND THEIR SHARE AND THEIR SPOUSE'S SHARE OF ANY COMMUNITY PROPERTY FOR ANY AND ALL OBLIGATIONS HEREUNDER.

10. GUARANTOR AGREES TO PAY A REASONABLE ATTORNEY'S FEE AND ALL OTHER COSTS AND EXPENSES WHICH MAY BE INCURRED BY CREDITOR IN CONNECTION WITH THIS GUARANTEE OR IN THE COLLECTION OF ANY SAID INDEBTEDNESS OR LIABILITIES FROM DEBTOR GUARANTOR.

11. THIS GUARANTEE IS ASSIGNABLE WITH ANY ONE AND/OR SEVERAL AND/OR ALL OF THE INDEBTEDNESS OR LIABILITIES WHICH IT GUARANTEES AND WHEN SO ASSIGNED THE GUARANTOR SHALL BE BOUND AS ABOVE TO THE ASSIGNEES WITHOUT IN ANY MANNER AFFECTING GUARANTOR'S LIABILITY HEREUNDER ON ANY PART OF SAID OBLIGATIONS RETAINED BY CREDITOR.

12. THIS GUARANTEE SHALL INURE TO THE BENEFIT OF AND BIND THE HEIRS, ADMINISTRATORS, EXECUTORS, SUCCESSORS AND ASSIGNS OF CREDITOR AND EACH OF THE GUARANTORS WHERE THERE IS MORE THAN ONE. WHERE THERE IS MORE THAN ONE DEBTOR NAMED HEREIN, REFERENCE HEREIN TO "DEBTOR" SHALL MEAN ALL AND ANY ONE OR MORE OF THEM AND THE WORDS USED HEREIN IN THE SINGULAR SHALL BE DEEMED TO HAVE BEEN USED IN THE PLURAL WHERE THE CONTEXT AND CONSTRUCTION SO REQUIRE. THIS GUARANTEE SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEVADA. NOTICE OF ACCEPTANCE OF THIS GUARANTEE IS HEREBY WAIVED.

13. SHOULD ANY ONE OR MORE PROVISIONS OF THIS CONTINUING GUARANTEE AGREEMENT BE DETERMINED TO BE ILLEGAL OR UNENFORCEABLE BY A COURT OF COMPETENT JURISDICTION, ALL OTHER PROVISIONS SHALL REMAIN IN EFFECT.

14. THIS GUARANTEE IS IN ADDITION TO AND EXCLUSIVE OF THE GUARANTEE(S) OF ANY OTHER GUARANTOR(S) AND OF ANY AND ALL PRIOR GUARANTEES OF ANY OF THE GUARANTORS OF INDEBTEDNESS OR LIABILITIES OF DEBTOR TO CREDITOR; AND THIS GUARANTEE SHALL IN NO WAY LIMIT OR LESSEN ANY OTHER LIABILITY, HOWSOEVER ARISING, OF ANY OF THE GUARANTORS FOR PAYMENT OF INDEBTEDNESS OR LIABILITIES WHICH ARE HEREBY GUARANTEED.

DATED THIS _____ DAY OF _____, 20_____

COMPANY _____

SIGNATURE _____

PRINT NAME & TITLE _____