

**G AND H READY MIX, LLC  
CUSTOMER CREDIT APPLICATION AND AGREEMENT**

This Credit Application and Agreement ("Agreement") is made to G and H Ready Mix, LLC, a Minnesota limited liability company ("G and H Ready Mix"), by the undersigned for the purposes of obtaining product from, and inducing G and H Ready Mix to, extend credit to the applicant named below ("Applicant").

**SECTION A – APPLICANT INFORMATION**

Name of Applicant (Company or Individual): \_\_\_\_\_  
Trade (D/B/A) Name (If different from above): \_\_\_\_\_  
Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Billing Address (If different from above): \_\_\_\_\_  
Shipping Address (If different from above): \_\_\_\_\_

Type of Business (Check one):  Sole Proprietorship  General Partnership  Limited Partnership  
 Limited Liability Partnership  Corporation  Limited Liability Company  
 Cooperative  Other (Specify): \_\_\_\_\_

State of Organization: \_\_\_\_\_ Date of Organization: \_\_\_\_\_  
State Organizational ID: \_\_\_\_\_ Federal EIN: \_\_\_\_\_  
Social Security Number (If Sole Proprietorship): \_\_\_\_\_

**Owner Information:** Give the following information regarding the four partners (whether general or limited), shareholders, members, or other principal owners holding the largest share of ownership interest in Applicant.

Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_  
Residential Address: \_\_\_\_\_ Residential Phone: \_\_\_\_\_  
Title in Applicant: \_\_\_\_\_ % Ownership: \_\_\_\_\_ %

Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_  
Residential Address: \_\_\_\_\_ Residential Phone: \_\_\_\_\_  
Title in Applicant: \_\_\_\_\_ % Ownership: \_\_\_\_\_ %

Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_  
Residential Address: \_\_\_\_\_ Residential Phone: \_\_\_\_\_  
Title in Applicant: \_\_\_\_\_ % Ownership: \_\_\_\_\_ %

Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_  
Residential Address: \_\_\_\_\_ Residential Phone: \_\_\_\_\_  
Title in Applicant: \_\_\_\_\_ % Ownership: \_\_\_\_\_ %

**Management Information:** Give the following information regarding the top four officers of the Applicant (ie: President / Chief Executive Officer, Vice President, Chief Finance Officer, Secretary, Treasurer, Chief Operating Officer, Chief Manager, Managing Partner). (Not required to the extent same person's information has been provided above).

Name: \_\_\_\_\_  
Residential Address: \_\_\_\_\_  
Title in Applicant: \_\_\_\_\_ % Ownership: \_\_\_\_\_ %

Name: \_\_\_\_\_  
Residential Address: \_\_\_\_\_  
Title in Applicant: \_\_\_\_\_ % Ownership: \_\_\_\_\_ %

Name: \_\_\_\_\_

Residential Address: \_\_\_\_\_  
Title in Applicant: \_\_\_\_\_ % Ownership: \_\_\_\_\_ %

Name: \_\_\_\_\_  
Residential Address: \_\_\_\_\_  
Title in Applicant: \_\_\_\_\_ % Ownership: \_\_\_\_\_ %

**Affiliate Company Information:** Give the following information regarding every and all company(s) that directly or indirectly, control or are controlled by, or are under common control with Applicant, and/or where 30% or more of voting power is directly or indirectly beneficially owned or held by Applicant.

Affiliate Company Name: \_\_\_\_\_  
Trade (D/B/A) Name (If different from above): \_\_\_\_\_  
Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Affiliate Company Name: \_\_\_\_\_  
Trade (D/B/A) Name (If different from above): \_\_\_\_\_  
Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Affiliate Company Name: \_\_\_\_\_  
Trade (D/B/A) Name (If different from above): \_\_\_\_\_  
Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**SECTION B - APPLICANT'S BUSINESS CREDIT REFERENCES**

**Bank / Lender References:**

Name: \_\_\_\_\_ Address: \_\_\_\_\_  
Account Name & Number: \_\_\_\_\_  
Account Type (Check one):  Business Checking  Savings  Term Loan  Line of Credit  Other: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Contact: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_  
Account Name & Number: \_\_\_\_\_  
Account Type (Check one):  Business Checking  Savings  Term Loan  Line of Credit  Other: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Contact: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_  
Account Name & Number: \_\_\_\_\_  
Account Type (Check one):  Business Checking  Savings  Term Loan  Line of Credit  Other: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Contact: \_\_\_\_\_

**Trade / Open Account Creditor References:**

Name: \_\_\_\_\_ Address: \_\_\_\_\_  
Account Name & Number: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Contact: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_  
Account Name & Number: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Contact: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_  
Account Name & Number: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Contact: \_\_\_\_\_

## SECTION C – ADDITIONAL INFORMATION

Please provide details on a separate page if you answer YES to any of the following questions:

- 1) Is Applicant, any owner listed above, or any affiliate company listed above a party to any legal proceedings (whether pending or threatened) or arbitrations?  YES  NO
- 2) Has a judgment ever been entered against Applicant or any affiliate company listed above?  YES  NO
- 3) Has Applicant or any affiliate company listed above been a debtor in a bankruptcy proceeding?  YES  NO

## SECTION D – CREDIT TERMS AVAILABLE & AUTHORIZATION TO OBTAIN A CONSUMER CREDIT REPORT

In consideration of G and H Ready Mix's processing of this Agreement and G and H Ready Mix's sale of product to, and extension of credit requested hereby, Applicant agrees to the following terms and conditions:

Upon approval of this Agreement,

1. G and H Ready Mix, in its sole discretion, will assign Applicant a maximum credit line and shall have the right to increase, decrease, or terminate Applicant's credit privileges under this Agreement at any time without prior notice to Applicant, except as otherwise provided by applicable law.
2. All purchases by Applicant of products from G and H Ready Mix, and payment therefore, shall be made in accordance with the terms and conditions of this Agreement, any invoices, and/or other agreements, documents, and instruments evidencing or securing Applicant's obligations to G and H Ready Mix, all of which are incorporated herein by this reference.
3. All goods are sold and delivered subject to standard manufacturing and other variations and practices customary to the trade.
4. G and H Ready Mix shall not be liable for failure to comply with any of the terms or conditions of this Agreement when such failure has been caused solely by reason of any cause beyond its control, such as disease, act of God, act of any governmental body, whether civil or military, foreign or domestic, act of public enemy, riot, strike, labor dispute, fire, destruction of facilities, explosion, flood, wind, embargo, insurrection, material shortage, transportation delays or other causes or conditions of similar nature beyond the control and without fault on the part of the party involved.
5. All invoices are due and payable in full within 30 days from the date of the invoice. If any invoice is not paid when due, G and H Ready Mix will call all outstanding account balances of Applicant immediately due and payable, without notice to Applicant. If G and H Ready Mix chooses, at its sole discretion, to forebear its right to immediate payment, G and H Ready Mix will assess a finance charge on that portion of the account due which is over 30 days outstanding at a rate of interest equal to one and one-half percent (1.5%) per month, or the highest rate permitted by applicable law.
6. Failure to enforce any provision hereof will not be deemed a waiver of G and H Ready Mix's future right to enforcement of that provision or any other provision hereof.
7. Applicant agrees to pay all costs of collection and enforcement of this Agreement incurred by G and H Ready Mix, including reasonable attorneys' fees and expenses, and any other legal fees and costs, should a default in payment or any other obligation of Applicant occur.
8. This Agreement and all documents and instruments evidencing or securing Applicant's obligations to G and H Ready Mix, and all transactions between Applicant and G and H Ready Mix shall in all respect be governed by and interpreted in accordance with the laws of the State of Minnesota without giving effect to principles of conflict of laws. In the event of any default by Applicant, G and

H Ready Mix shall be entitled to any and all remedies available to G and H Ready Mix at law or in equity, and Applicant hereby consents to the jurisdiction of the United States District Court for the District of Minnesota or the District Court of Le Sueur County, Minnesota, in any action or proceeding arising out of or relating hereto. Applicant hereby irrevocably waives any objection to the laying of venue of any such action or proceeding in the United States District Court for the District of Minnesota or the District Court of Le Sueur County, Minnesota, and any objection on the grounds that any such action or proceeding in any such court has been brought in an inconvenient forum. Nothing in this paragraph shall effect G and H Ready Mix's right to bring any action or proceeding against Applicant in the courts of other jurisdictions.

9. This Agreement shall inure to the benefit of, and be binding upon, the heirs, legal representatives, successors, and assigns of the parties. No assignment of this Agreement by Applicant shall be effective without G and H Ready Mix's advanced written consent.
10. This Agreement, together with any and all documents and instruments evidencing or securing Applicant's obligations to G and H Ready Mix, sets forth the entire agreement and understanding between the parties as to the subject matter hereof, and merges and supersedes all other prior discussions, agreements and understandings of every kind and nature. This Agreement may not be amended, supplemented, changed or modified, except by agreement in writing signed by the parties to be bound hereby.
11. This Agreement is subject to G and H Ready Mix's delivery of separate written notice to Applicant of final approval of requested credit which may contain additional terms and conditions.
12. This Agreement contains all of the warranties made by G and H Ready Mix to Applicant. NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE GIVEN, EXCEPT AS OTHERWISE SET FORTH HEREIN AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THIS AGREEMENT. WITHOUT RESTRICTING THE GENERALITY OF THE FOREGOING, UNDER NO CIRCUMSTANCES SHALL G AND H READY MIX BE LIABLE TO APPLICANT FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR EXPENSES, WHETHER ARISING IN CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCTS LIABILITY, STATUTORY OR REGULATORY VIOLATION OR UNDER ANY OTHER LEGAL THEORY.

Applicant hereby certifies that the information furnished under this Agreement and any other financial statements furnished in connection herewith, are true, correct, and complete and that this information is being furnished to G and H Ready Mix for the purpose of inducing G and H Ready Mix to sell product to, and extend credit to, Applicant, and understands that G and H Ready Mix intends to rely upon such information for the extension of credit. Applicant agrees to be bound by the terms and conditions contained in this Agreement and all invoices and other agreements, documents, and instruments furnished by G and H Ready Mix from time to time, all of which are incorporated herein by this reference.

APPLICANT HEREBY AUTHORIZES G AND H READY MIX TO CHECK, REQUEST, VERIFY, AND REVIEW, AT ANY TIME, AND FROM TIME TO TIME, APPLICANT'S CREDIT HISTORY AND BANK AND TRADE REFERENCES AND ANY AND ALL DATA AND INFORMATION ABOUT APPLICANT AND ANY AFFILIATED COMPANIES LISTED ABOVE FOR CUSTOMARY CREDIT INFORMATION, TO CONFIRM THE INFORMATION CONTAINED ON THIS AGREEMENT, AND TO RELEASE INFORMATION TO OTHER CREDITORS AND/OR ANY CREDIT REPORTING AGENCIES REGARDING APPLICANT'S CREDIT EXPERIENCE WITH G AND H READY MIX.

APPLICANT FURTHER HEREBY AUTHORIZES G AND H READY MIX TO OBTAIN, AT ANY TIME, AND FROM TIME TO TIME, CREDIT REPORTS OR ANY OTHER SIMILAR CREDIT INFORMATION FROM ANY CREDIT REPORTING AGENCIES ON APPLICANT OR ANY AFFILIATED COMPANIES LISTED ABOVE, OR TO OBTAIN CREDIT AND FUNDING INFORMATION FROM OTHER PERSONS OR ENTITIES LISTED ABOVE.

Applicant: \_\_\_\_\_

(Company or Individual)

By Authorized Personnel / Agent of Applicant: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
(Print Name / Title / Date)

**SECTION E—AUTHORIZATION TO OBTAIN A CONSUMER CREDIT REPORT**

I, THE UNDERSIGNED, AM A PRINCIPAL OF THE APPLICANT AND UNDERSTAND THAT G AND H READY MIX'S WILLINGNESS TO GO FORWARD WITH THE REQUESTED CREDIT UNDER THIS AGREEMENT MAY DEPEND ON MY AGREEING THAT G AND H READY MIX MAY OBTAIN AND VERIFY MY CREDIT INFORMATION. ACCORDINGLY, I THE UNDERSIGNED, HEREBY AUTHORIZE G AND H READY MIX, TO OBTAIN CONSUMER REPORT(S) (INCLUDING INVESTIGATIVE CONSUMER REPORT(S)) OR ANY OTHER SIMILAR CREDIT INFORMATION FROM ANY CONSUMER REPORTING AGENCIES OR ANY OTHER SOURCES THEREOF (COLLECTIVELY, "CREDIT INFORMATION") AT ANY TIME, AND FROM TIME TO TIME ON THE UNDERSIGNED IN CONNECTION WITH THE EXTENSION OR CONTINUATION OF THE CREDIT CONTEMPLATED BY THIS AGREEMENT. I, THE UNDERSIGNED, HEREBY CONSENT TO G AND H READY MIX'S USE OF CREDIT INFORMATION ON THE UNDERSIGNED IN ORDER TO FURTHER EVALUATE THE CREDIT WORTHINESS OF APPLICANT AND THE UNDERSIGNED AS PRINCIPAL OF APPLICANT IN CONNECTION WITH THE EXTENSION OF CREDIT TO APPLICANT AS CONTEMPLATED BY THIS AGREEMENT. FURTHER, I, THE UNDERSIGNED, AS AN INDIVIDUAL HEREBY KNOWINGLY CONSENT TO G AND H READY MIX'S ACQUISITION AND USE OF SUCH CREDIT INFORMATION CONSISTENT WITH THE FEDERAL FAIR CREDIT REPORTING ACT, 15 U.S.C. §1681, ET. SEQ (THE "ACT"); AND FURTHER ACKNOWLEDGE THAT THIS CONSENT BY THE UNDERSIGNED SHALL CONSTITUTE A WRITTEN INSTRUCTION OF THE UNDERSIGNED REGARDING G AND H READY MIX'S AUTHORITY FOR THE FOREGOING UNDER THE ACT, AND THAT G AND H READY MIX HAS A LEGITIMATE BUSINESS NEED FOR SUCH CREDIT INFORMATION IN CONNECTION WITH THE BUSINESS TRANSACTION INITIATED BY THE UNDERSIGNED WITHIN THE MEANING OF THE ACT.

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_ Date: \_\_\_\_\_

**PERSONAL GUARANTY**

**FOR VALUE RECEIVED**, and for the purpose of inducing G and H Ready Mix to sell product to, and to extend credit to, \_\_\_\_\_ the undersigned personally guarantees the payment of any and all indebtedness, obligations, and liabilities (hereinafter collectively referred to as the "Indebtedness") of \_\_\_\_\_ ("Company") to G and H Ready Mix, Inc. ("G and H Ready Mix") now or hereafter existing, up to a maximum amount of \_\_\_\_\_ and 00/100 Dollars (\$ \_\_\_\_\_ .00).

The undersigned shall be held jointly and severally liable to G and H Ready Mix for any unpaid balance of any Indebtedness owing. The undersigned will pay or reimburse G and H Ready Mix for all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by G and H Ready Mix in connection with the Indebtedness or the protection, defense or enforcement of this guaranty in any litigation, bankruptcy or insolvency proceedings.

Any invalidity or unenforceability of any provision or application of this guaranty shall not affect other lawful provisions and applications hereof, and to this end, the provisions of this guaranty are declared to be severable. This guaranty shall not be revoked by the death of the undersigned and shall be binding upon the undersigned's heirs, legal representatives, successors and assigns, and shall benefit G and H Ready Mix, its successors and assigns.

I hereby waive: (1) notice of acceptance of this guaranty and of the creation and existence of the Indebtedness; (2) presentment, demand for payment, notice of dishonor, notice of nonpayment, and protest of any instrument evidencing the Indebtedness; and (3) all other demands and notices to me or any other person and all other actions to establish my liability hereunder. I consent to the personal jurisdiction of the state and courts located in the State of Minnesota in connection with any controversy related to this guaranty, waive any argument that venue in such forums is not convenient, and agree that any dispute or litigation regarding this personal guaranty must be venued exclusively in the District Court of Le Sueur County, Minnesota. This guaranty shall be governed by and construed in accordance with the laws of the State of Minnesota.

G and H Ready Mix hereby agrees to first seek payment from \_\_\_\_\_ for any Indebtedness. However, in the event that Company does not honor its financial obligations to G and H Ready Mix, I agree to guarantee and pay those obligations. I consent to personal jurisdiction of the courts in the state of Minnesota. I agree to personal jurisdiction and venue in Le Sueur County, Minnesota. This guaranty shall be governed by and construed in accordance with the laws of the State of Minnesota.

No delay or failure by G and H Ready Mix in exercising any right, and no partial or single exercise thereof shall constitute a waiver thereof. No waiver of any rights hereunder, and no modification or amendment of this guaranty shall be effective unless the same is in writing duly executed by G and H Ready Mix, and each such waiver, if any, shall apply only with respect to the specific instance involved and shall not impair or affect the rights of G and H Ready Mix or the provisions of this guaranty in any other respect at any other time.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**GUARANTOR:**

\_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Notary Public