

FOR THE PURPOSE OF ESTABLISHING CREDIT ACCOMMODATIONS WITH RIO GRANDE CO., THE FOLLOWING INFORMATION IS FURNISHED AS BEING A TRUE AND CORRECT STATEMENT OF PERSONAL AND FINANCIAL INFORMATION.

NEW ACCOUNT APPLICATION

Fax (____) _____

Business Name _____ Phone (____) _____

Street Address _____ City _____ State _____ Zip _____

Mailing Address _____ City _____ State _____ Zip _____

Type of Business _____ Date Started _____

Ownership Data: Corporation Partnership Individual LLC LLP LP

Federal I.D. # _____

If Subsidiary: Name and Address of Parent Co. _____

If a corporation, under what State law is the co. incorporation? _____

PRINCIPALS: Name Position Residence Address

1. _____

2. _____

3. _____

WE HAVE OPEN CREDIT ACCOMMODATIONS WITH THE FOLLOWING BUSINESSES:

Major Suppliers Telephone Fax Number

1. _____ (____) _____ (____) _____

2. _____ (____) _____ (____) _____

3. _____ (____) _____ (____) _____

NAME OF BANK _____ Address _____ Account No. _____

I/We hereby authorize any of the references listed above to provide Rio Grande Co. with any and all information requested.

What are total monthly purchases of material and/or merchandise from all sources of supply? \$ _____

What is your estimate of monthly purchases from Rio Grande Co.? \$ _____

SALES TAX: Tax must be charged Yes _____ No _____

City Sales Tax No. _____ State Sales Tax No. _____

PURCHASE ORDER REQUIREMENTS: P.O. Required Yes _____ No _____

If Purchase order is not required, please list names of individuals authorized to order and pick up material.

Name: _____ Title: _____

Name: _____ Title: _____

CREDIT AGREEMENT

In consideration of Rio Grande Co. extending credit to the applicant, named in this credit application, delivering materials to the applicant on credit terms, and relying upon the representations set forth on the credit application, the undersigned agrees as follows:

1. The person signing this agreement warrants and represents that he/she has full authority to enter into this credit agreement for and on behalf of the applicant.
2. All the charges for material delivered to the Applicant are due and payable by the 25th day of the month following delivery of the materials. A FINANCE CHARGE OF ONE AND ONE-HALF PERCENT (1 ½%) per month on the unpaid balance, which is an ANNUAL RATE OF EIGHTEEN PERCENT (18%) SHALL BE CHARGED ON ALL PAST DUE AMOUNTS.
3. Notice to the Applicant of nonpayment of any past due accounts is hereby waived.
4. If Rio Grande Co. at its sole discretion, deems it necessary or advisable to retain attorneys to enforce any provision of this agreement, or to collect any past due account hereunder, then, whether or not suit is brought, Applicant shall pay all costs and expenses incurred by Rio Grande Co. in connection therewith, including reasonable attorneys fees, and all such costs and expenses shall be included in the judgment and shall be secured by any liens which inure to the benefit to Rio Grande Co. Neither the terms of this agreement nor the taking of any particular action to enforce provisions hereof shall be construed as a limitation on, election or waiver of any other remedies available to Rio Grande Co. at law or in equity.
5. This is an agreement only for the extension of credit upon delivery of materials by Rio Grande Co. and is in no way a commitment by Rio Grande Co. to deliver any materials whatsoever. The credit extended under this agreement may be terminated at any time when, within the sole judgment of Rio Grande Co., the credit standing of the Applicant or any Guarantors becomes impaired, or when it appears any material representations on the credit application are false.
6. Authorized returns of regular saleable stock items will be subjected to a handling charge, to be determined at the time the material is inspected to The Rio Grande Co. warehouse and restocked as saleable merchandise.
7. The extension of credit to any Applicant is at the discretion of Rio Grande Co. and the signing of this credit application does not guarantee that Rio Grande Co. will extend credit terms to the Applicant. Rio Grande Co. reserves the right to sell materials on a cash only bases. However, if there is ever a past due balance on Applicant's account, all the terms of the credit agreement shall apply.

DATED: this _____ day of _____, 20 _____.

Applicant (Company Name) _____ By _____
SIGNATURE & TITLE

PERSONAL GUARANTY

Inconsideration of Rio Grande Co., extending credit to the Applicant for purchasing any materials after this date at the request of Applicant or its agents, the undersigned hereby personally guarantees unconditionally and irrevocably the prompt payment of any sums now or hereafter owed Rio Grande Co., for material supplied at the request of the Applicant or its agents, including all service charges and costs of collection, whether said sums are or will be due Rio Grande Co., under open account, contract, or otherwise. It is understood and agreed that credit, if extended, is to be on a continuing basis, and Rio Grande Co. shall not be obligated to notify the undersigned of the dates or amounts of any such credit, and the undersigned waives demands, notice of default, any extension of time, modification or other forbearance which may be extended by Rio Grande Co., may enforce this guaranty against the undersigned directly without first having exhausted its remedies against Applicant.

This Guaranty shall continue in force until notice in writing sent by registered or certified mail, return receipt requested, is received by Rio Grande Co., 201 Santa Fe, Denver, Co. 80223. Attention: Credit Manager. This notice is to specify the date on which the Guaranty is to be terminated; said date not to be less than seven (7) days after the described notice is received. This agreement shall be deemed to have been entered into in the State of Colorado. Unless otherwise required by law, the parties agree that the Courts for the City and County of Denver, State of Colorado shall have exclusive jurisdiction over any legal actions. The parties agree and consent to the jurisdiction of that court over the subject matter of those controversies and over them personally.

Date _____ Signature _____ Social Security # _____
Individual

Home Address: _____

Date _____ Signature _____ Social Security # _____
Individual

Home Address: _____

**ADDENDUM
TO
NEW ACCOUNT APPLICATION**

Please briefly answer these questions:

How did you hear about RIO GRANDE CO.?

- RIO GRANDE CO. salesman: _____
- Referred by another contractor: _____
- Trade advertising _____
- You drove by our location _____
- Other – please describe _____

How will you primarily be doing business with RIO GRANDE CO. ?

- Counter/showroom purchases
- Will call
- Delivery by RIO GRANDE CO.
- Delivery by other transportation –
Preferred truckline: _____

What products are you interested in purchasing from RIO GRANDE CO. ?

- | | |
|--|---|
| <input type="checkbox"/> Cement | <input type="checkbox"/> Tile Setting products |
| <input type="checkbox"/> Masonry supplies | <input type="checkbox"/> Sand and Gravel |
| <input type="checkbox"/> Masonry fireplaces | <input type="checkbox"/> Bagged sands |
| <input type="checkbox"/> Paint & Coatings | <input type="checkbox"/> Concrete & Masonry repair products |
| <input type="checkbox"/> Concrete block | <input type="checkbox"/> Bulk Masonry Systems |
| <input type="checkbox"/> Concrete accessories | <input type="checkbox"/> Foundation supplies |
| <input type="checkbox"/> Concrete forming supplies | <input type="checkbox"/> Insulation products |
| <input type="checkbox"/> Rebar and accessories | <input type="checkbox"/> Waterproofing |
| <input type="checkbox"/> Wire mesh | <input type="checkbox"/> Cleaning chemicals |
| <input type="checkbox"/> Plaster/stucco | <input type="checkbox"/> Landscaping products |
| <input type="checkbox"/> Rental items | <input type="checkbox"/> Mixers, Saws, Misc. Tools |
| <input type="checkbox"/> Roofing products | <input type="checkbox"/> Other _____ |

What is your estimate of monthly purchases from RIO GRANDE CO.?\$ _____

Do you wish to have a salesman call on you? YES NO

By phone: (_____)_____ - _____ **In person**



201 Santa Fe Drive
Denver, Co. 80223
303-825-2211

Dear Valued Customer:

As of August 4th, 2004, Colorado HB 04-1125 takes effect, which prohibits faxing “unsolicited advertising” without expressed permission. This law includes the commercial availability or quality of any property, goods or services. This includes faxing bids and quotes. The legislation was enacted to prevent junk faxing, but does not currently make any provision for “established business relationships”.

We request that you fill out and have an officer sign the form below and either return the form via mail or to our fax number at **(303)629-0417** as soon as possible to keep the lines of communication open between our companies.

Also, with my signature below, I hereby authorize your company to correspond with Rio Grande Co. by facsimile, e-mail, and any other recognized means and I verify that I have the authority to grant this permission.

Thank you,

RIO GRANDE CO.

Brent Broekemeier
General Manager

I _____ hereby give my permission to RIO GRANDE CO. to correspond with the company I represent via facsimile, e-mail and any other recognized means and I have the authority to grant this permission.

Name: _____

Title: _____ Date: _____

Signed: _____

Company: _____

Fax number: _____