

ara

Allied Recycled Aggregates

a division of Allied Demolition, Inc.

7901 Hwy 85, P.O. 566 Commerce City, CO. 80037
(303) 289-3366 Fax (303) 289-3543

CREDIT AGREEMENT

Name _____ Date _____
Business Name _____ Phone _____
Physical Address (required) _____ Fax _____
Mailing Address _____
City / State / Zip _____ SSN/FID _____
Electronic Billing Requested? Yes ___ No ___

Email Address _____
Check one: () Individual () Partnership () Private Corporation () Publicly Traded Corporation
Type of Business _____ How long in business? _____

Names:
President _____ Vice-President _____
Treasurer _____ Secretary _____

Owner's Name _____ Home Address _____
City / State / Zip _____ Home Phone _____

Do you require a Purchase Order? _____ Do you require a Job Number? _____
Resale Number _____ Federal ID Number _____

The following people will be authorized to purchase under the company name:

Primary Bank: _____ Account Number _____
Address _____ City / State / Zip _____

Trade References:

Name	Address	Phone	Fax or Email (Must be provided)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

By the signature below I grant permission to Allied Demolition, Inc. to contact and obtain any and all credit information from the above listed trade references and /or any or all credit reporting agencies and / or any other source Allied Demolition, Inc. may deem necessary to evaluate for the purpose of granting credit.

Signed by: _____ Date _____
Title: _____

In order to process your Credit Agreement all three pages must be completed.

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AGREEMENT FOR SUPPLY OF GOODS/MATERIALS PURSUANT TO CREDIT

This Agreement is made by and between Allied Demolition, Inc (Allied) and the customer (hereinafter "Customer") identified herein as represented by the Customer's or Customer's authorized representative's signature hereto. Customer has requested that Allied provide goods or materials under a credit agreement in which Customer will pay Allied for the goods or materials provided pursuant to the terms of this Agreement, which requires a personal guaranty duly executed by Customer or Customer's authorized representative at the time of such Agreement. The parties agree that this Agreement is supported by adequate mutual consideration and obligations so as to allow Customer to receive goods or materials without immediate payment to Allied in return for payment under the terms of this Agreement.

The terms of payment per this Agreement are net 10 prox. Customer agrees to pay a service charge of 1 ¾% per month or 21% per annum, on any and all amounts not paid in full by the 27th of the month in which payment is due. Allied may, at its sole option, turn any account 60 days past due to a collection agency or attorney for collection, and Customer agrees to pay reasonable collection costs, court costs, expenses and attorney fees.

The quantity and pricing of goods or material supplied by Allied to Customer under this Agreement shall be conclusively evidenced by the pre-established agreement based on publication or negotiation between Allied and Customer.

ALLIED AND CUSTOMER AGREE THAT ALL DISPUTES AS TO THE AMOUNT OF A WEIGHT TICKET OR AN INVOICE SHALL BE SUBMITTED TO ALLIED OR ITS DESIGNATED AGENT IN WRITING WITHIN 20 DAYS OF THE DATE OF THE INVOICE. IF CUSTOMER DOES NOT DISPUTE THE INVOICE WITHIN (20) DAYS OF THE DATE OF INVOICE, THEN CUSTOMER WAIVES ANY FURTHER RIGHT TO DISPUTE THE INVOICE. CUSTOMER WARRANTS, REPRESENTS, AND ACKNOWLEDGES THAT CUSTOMER HAS THE FINANCIAL ABILITY TO PAY FOR ALL FEES, COSTS, AND EXPENSES CONTEMPLATED BY THIS AGREEMENT.

PERSONAL GUARANTY

For valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and in order to induce **Allied Recycled Aggregates**, hereafter referred to as "**Allied**", in its discretion at any time and from time to time, to sell and deliver any goods made, or to be made, or to extend credit, directly or indirectly, to or for the account of

_____, hereinafter referred to as "**Customer**", the undersigned, hereinafter referred to as "**Guarantors**", jointly and severally, guarantee to **Allied**, its successors and assigns, to promptly pay the full amount of any and all **Indebtedness**, including but not limited to amounts that may, at any time, be owed to **Allied** on invoice, or otherwise, by the **Customer**, hereafter referred to as "**Indebtedness**", incurred pursuant to **Agreement For Supply Of Goods/Materials Pursuant To Credit**, hereinafter referred to as **Agreement** and agree to promptly pay any and all costs and expenses, including but not limited to, attorney's fees and court costs, incurred by **Allied** in any attempt to collect **Indebtedness** owed to **Allied** by **Customer** or in the enforcement of this **Guaranty**.

This is an unconditional and continuing **Guaranty** and the liability and obligations of the **Guarantors** herein shall be primary and in any right action which shall accrue to **Allied** for any and all **Indebtedness**, **Allied**, at its option, proceed against the **Guarantors** without having commenced any action, or having obtained any judgment against the **Customer**. The obligation of the **Guarantors** covers all existing and future **Indebtedness**, arising out of or connection with the **Agreement** and shall: 1) continue in full force, notwithstanding the acceptance by **Allied** of any settlement or compromise or consent thereto; 2) be and continue effective notwithstanding any legal disability of the **Customer** to incur **Indebtedness** or obligations to **Allied** in whole or in part; and 3) shall be effective regardless of the solvency or insolvency of the **Customer** at any time, the extension or modification of the **Indebtedness** by operation of law, or the subsequent incorporation, reorganization, merger or consolidation of the **Customer**, or any other change in the composition or nature of the **Customer**.

The **Guarantors** waive any and all notice of the acceptance of this **Guaranty**, of the creation, including renewal or extension of any or all **Indebtedness** and of any and all defaults in payment of any or all of the **Indebtedness** and waive presentment, demand, protest and notice of dishonor, as to any or all **Indebtedness**. This **Guaranty** shall bind the respective agents, officers, directors, managers, shareholders, members, if any, heirs, administrators, personal representatives, successors and assigns of the **Guarantors**, and all of **Allied** rights hereunder shall be cumulative and not exclusive of one another.

Initials _____

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Allied's business records shall be admissible in evidence in any action or proceeding involving this **Guaranty**, and such records shall be prima facie proof of the items therein set forth, and the **Guarantors** specifically waive any and all defenses whatever which the **Customer** may have against **Allied** other than the full and timely payment of said **Indebtedness**. Each **Guarantor** further waives all defenses provided by sureties or **guarantors** at law or in equity other than the full and timely payment of said **Indebtedness**.

Termination of this **Guaranty** must be presented to **Allied** in writing stating reasons for the termination. Such termination will not release **Guarantor** for any balance outstanding at the time of termination. This termination may be basis to terminate the **Customer** accounts with **Allied**.

Nothing contained herein shall be construed as an obligation upon **Allied's** part to manufacture or sell goods or extend credit to the **Customer**, or as an obligation to continue to manufacture and sell goods or extend credit. The release of any of the **Guarantors** shall not release any other **Guarantors**. The use of the singular herein shall include the plural.

#1 DATED _____

#2 DATED _____

(SIGNATURE OF GUARANTOR)

(SIGNATURE OF GUARANTOR)

(PRINT NAME)

(SOCIAL SECURITY #)

ADDRESS: _____

ADDRESS: _____

#3 DATED _____

#4 DATED _____

(SIGNATURE OF GUARANTOR)

(SIGNATURE OF GUARANTOR)

(PRINT NAME)

(SOCIAL SECURITY #)

ADDRESS: _____

ADDRESS: _____

Subscribed and sworn before me in the State of _____ County of _____

On this _____ day of _____, 20____.

My commission expires _____

WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC

Project Alert Participation Form

Allied Recycled Aggregates has a program to alert our customers of upcoming projects. This program is free of charge.

How it works:

Each time we enter a project that we will bid into our system, the system looks to see if you have chosen to be notified of bidding projects. The system then checks to see if the project is one of the project types you have selected. If you have selected this project type, you will be sent an email providing information about the project. Information is also show on our website, www.alliedrecycle.com/projects.aspx.

Below is an example of the email:

The project shown below matches your 'Project Type Profile'

RUNWAY 16L-34R COMPLEX PAVEMENT REHABILITATION in DENVER

Description: Rehabilitate portions of Runway 16L-34R Complex, including Runway 16L-34R, Taxiway F, Taxiway G, and connector taxiways by removing and replacing identified distressed PCCP pavement panels. Widening runway asphalt shoulders to ADG V standards. Widen Taxiway F Safety Area to ADG V standards. Replace airfield centerline lighting. Construct high speed taxiway F8.

Links to the data services having information regarding this project are shown below:

This is a Public Works Project.

<http://app.isqft.com/#/project/1501952/details>

<http://business.flydenver.com/bizops/bids.asp>

www.alliedrecycle.com/projects.aspx

Thank you
Allied Recycled Aggregates



To be included in this program, check the boxes of the project types for which you would like to be notified, and then initial this page to give permission. We will not send notices if this page is not initialed.

<input checked="" type="checkbox"/> Type	<input checked="" type="checkbox"/> Type
<input type="checkbox"/> Airports	<input type="checkbox"/> Landscape
<input type="checkbox"/> Concrete	<input type="checkbox"/> Paving
<input type="checkbox"/> Demolition	<input type="checkbox"/> Pipeline
<input type="checkbox"/> Electrical	<input type="checkbox"/> Retaining Walls
<input type="checkbox"/> Excavating	<input type="checkbox"/> Trucking
<input type="checkbox"/> Fence	<input type="checkbox"/>
<input type="checkbox"/> Highway	<input type="checkbox"/>

Email address for the person to receive alerts

Initial for Permission