



**CONCRETE SYSTEMS, INC**  
 3120 Richmond Dr NE PO Box 3625  
 Albuquerque, NM 87107 Albuquerque, NM 87190  
 Phone: 505-884-1134 FAX: 505-884-1130

**EL PASO CONCRETE SYSTEMS, INC**  
 7101 Merchant PO Drawer 26768  
 El Paso, TX 79915 El Paso, TX 79926  
 Phone: 915-779-3714 FAX: 915-775-0301

**CREDIT APPLICATION**

Date \_\_\_\_\_

Company Name \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

PO Box \_\_\_\_\_ Phone No \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

How long in business under this company name \_\_\_\_\_ Contractor's License No \_\_\_\_\_

Owner's Name \_\_\_\_\_

Owner's Address \_\_\_\_\_

Bank \_\_\_\_\_ Branch \_\_\_\_\_

**TRADE REFERENCES (SUPPLIERS):**

1. Name \_\_\_\_\_ Phone No \_\_\_\_\_

2. Name \_\_\_\_\_ Phone No \_\_\_\_\_

3. Name \_\_\_\_\_ Phone No \_\_\_\_\_

By \_\_\_\_\_

**FOR CREDIT DEPARTMENT USE ONLY**

1. Sold Since \_\_\_\_\_ High Credit \_\_\_\_\_ Credit Limit \_\_\_\_\_

Balance \_\_\_\_\_ Terms \_\_\_\_\_ Date of Last Sale \_\_\_\_\_

Past Due \_\_\_\_\_ Record \_\_\_\_\_ Contact \_\_\_\_\_

2. Sold Since \_\_\_\_\_ High Credit \_\_\_\_\_ Credit Limit \_\_\_\_\_

Balance \_\_\_\_\_ Terms \_\_\_\_\_ Date of Last Sale \_\_\_\_\_

Past Due \_\_\_\_\_ Record \_\_\_\_\_ Contact \_\_\_\_\_

3. Sold Since \_\_\_\_\_ High Credit \_\_\_\_\_ Credit Limit \_\_\_\_\_

Balance \_\_\_\_\_ Terms \_\_\_\_\_ Date of Last Sale \_\_\_\_\_

Past Due \_\_\_\_\_ Record \_\_\_\_\_ Contact \_\_\_\_\_

Approved by \_\_\_\_\_ Date \_\_\_\_\_

## CONTINUING GUARANTEE

This Guarantee is made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

### RECITALS:

1. \_\_\_\_\_ (herein referred to as debtor) is desirous of obtaining a line of credit for use in conducting the business of \_\_\_\_\_.

2. Concrete Systems, Inc. (herein referred to as creditor) requires a guarantee or security for payment of all indebtedness incurred in the future by debtor.

3. The undersigned (hereafter referred to as Guarantor) \_\_\_\_\_ is willing to provide such security by a personal guarantee of payment of any future indebtedness.

In consideration of the furnishing of a line of credit by creditor to debtor, Guarantor agrees as follows:

### SECTION 1. THE GUARANTEE

Guarantor guarantees prompt payment when due of all amounts advanced in the future by creditor to debtor for use in debtor's conduct of the business described above, precisely as if the total amount of the same had been contracted by more than one person, it is understood and agreed that all of the terms, conditions and waivers shall apply equally to and be binding on each of the undersigned, jointly and severally.

### SECTION 2. SCOPE AND DURATION

This is a continuing and absolute guarantee. This guarantee is unlimited in amount. This guarantee shall remain in full force until ten (10) days after the creditor receives from the guarantor written notice, by registered mail with return receipt requested, revoking this guarantee as to indebtedness incurred subsequent to such notice. Such revocation shall not affect any of Guarantor's obligations hereunder with respect to the indebtedness theretofore incurred. Such revocation shall apply only to the individual guarantor who signed the notice.

### SECTION 3. RIGHTS OF CREDITOR

Without further authorization from or notice to guarantor, creditor may grant credit to debtor from time to time. With or without notice to guarantor, creditor may offer, compromise, accelerate, extend or change the time or manner of payment of any indebtedness, increase or reduce the rate of interest thereon, or add or release any one or more other guarantors. No exercise or non-exercise by creditor of any right hereby given to it, no dealing by creditor with debtor or any other guarantor, and no change, impairment or suspension of any right or remedy of creditor shall in any way affect any of guarantor's obligations hereunder or give guarantor any recourse against creditor. If legal action is taken to enforce this guarantee or any provisions hereof, such action may be maintained alone, or joined with any action or other proceeding against debtor or any other guarantor of debtor's obligations to creditor. Prior action or suit against debtor whether alone or jointly with other guarantors, shall not be a prerequisite to creditor's right to proceed hereunder in case of debtors fault. The rights of creditor are cumulative and shall not be exhausted by its exercise of any of its rights hereunder or otherwise against guarantor or by any number of successive actions until and unless all indebtedness hereby guaranteed has been paid.

With or without notice of guarantor, creditor, in its sole discretion, may apply all payments from debtor or from guarantor, or from any other guarantor under this or any other instrument, or realized from any security, in such manner and order or priority as creditor sees fit to any obligation of debtor, whether or not such obligation is due at the time of such application.

SECTION 4. WAIVER OF NOTICE

The guarantor hereby expressly waives notice of each and every one of the following: a) acceptance of the guarantee by the creditor; b) any debt or obligation incurred and owing on the part of the debtor to the creditor; c) default by the debtor with respect to any debt or obligation owing to the creditor; d) presentment, protest and demand and notice of protest and demand and notice of protest and demand, or any of them with respect to any indebtedness of the debtor or of the guarantor to the creditor covered by this guarantee.

SECTION 5. SUBROGATION

Until all indebtedness hereby guaranteed has been paid in full, guarantor shall not have any right of subrogation unless expressly granted in writing by creditor.

SECTION 6. SUCCESSORS AND ASSIGNS

This agreement shall insure to the benefit of the creditor, its successors and assigns. It shall be binding on guarantor and guarantor's heirs, successors and legal representatives. If the guarantor is a married person, guarantor agrees that any obligation incurred by guarantor under this agreement shall constitute a community debt and agrees that community property and his respective separate property shall be liable for the payment of all obligations under this continuing guarantee.

SECTION 7. MERGER AND MODIFICATION

This instrument contains the entire and only agreement between the guarantor and the creditor with respect to the guarantee of debts and obligations of the debtor by the guarantor and any representation, promise, condition or understanding in connection therewith which is not expressed in this instrument shall not be binding upon the creditor or on the guarantor. Prior collateral understandings and agreements, if any, concerning such guarantee have been superseded by this instrument. The provisions of this instrument shall not be changed or discharged except by written instrument signed by an authorized representative of the creditor and of the guarantor.

Signed \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_

Phone \_\_\_\_\_

WITNESS:

\_\_\_\_\_

Concrete Systems, Inc



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7101 Merchant PO Drawer 26768  
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Phone: 915-779-3714 FAX: 915-775-0301

I/we authorize your company to release credit and financial information to

Concrete Systems, Inc. on \_\_\_\_\_

Company Name

for the purpose of opening up a credit account with Concrete Systems, Inc.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name: *print*

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date