

CREDIT APPLICATION AND AGREEMENT

WITH BURNCO COLORADO, LLC also d.b.a.
BESTWAY CONCRETE & AGGREGATE and/or
ALL AMERICAN SPORT MATERIALS
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Mailing Address: PO Box 309, 301 Centennial Drive.
Milliken, Colorado 80543
Phone #: (970) 356-7523
accounts.receivable.bestway@burnco.com

PLEASE PRINT FULL LEGAL NAME

CUSTOMER NAME: _____ ("Customer") DATE: _____
MAILING ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____
STREET ADDRESS (if different from above) _____ TELEPHONE NO. (____) _____
CITY _____ STATE _____ ZIP CODE _____ FAX NO. (____) _____
E-MAIL _____ CELL PHONE NO. (____) _____
ACCOUNTS PAYABLE CONTACT: _____ TELEPHONE NO. (____) _____
EMAIL: _____ Email Invoices: YES _____ NO _____ Email Statements: YES _____ NO _____

CUSTOMER is a: (check one) _____ CORPORATION (State of Incorp. _____) _____ PARTNERSHIP _____ PROPRIETORSHIP _____ PRIVATE INDIVIDUAL _____ JOINT VENTURE

OWNERSHIP OF BUSINESS

NAME	ADDRESS	TITLE	PHONE
NAME	ADDRESS	TITLE	PHONE
NAME	ADDRESS	TITLE	PHONE
NAME	ADDRESS	TITLE	PHONE

ANY INVOLVEMENT OF OWNERS IN PREVIOUS BANKRUPTCIES OR DISSOLUTIONS? YES _____ NO _____
IF YES TO THE ABOVE, PLEASE LIST NAME & ADDRESS OF RELEVANT COMPANIES _____

PREVIOUSLY DEALT WITH BURNCO? YES _____ NO _____
PREVIOUSLY DEALT WITH BESTWAY CONCRETE & AGGREGATE? YES _____ NO _____
PREVIOUSLY DEALT WITH ALL AMERICAN SPORT MATERIALS? YES _____ NO _____

LIST ALL AFFILIATED COMPANIES OF THE CUSTOMER: _____

IF LESS THAN TWO YEARS IN BUSINESS PLEASE GIVE (1) NAME AND ADDRESS OF OWNERS' LAST EMPLOYER, (2) OWNERS' BIRTHDATES, AND (3) OWNERS' SOCIAL SECURITY NUMBERS: _____

IF OWNERS HAVE OPERATED UNDER OR HAVE BEEN INVOLVED WITH ANOTHER BUSINESS ENTITY OPERATING A SIMILAR BUSINESS PLEASE PROVIDED THE FOLLOWING INFORMATION:

OTHER BUSINESS NAME _____
ADDRESS _____
TYPE OF BUSINESS _____ DATE STARTED _____ DATE OF INCORPORATION _____

BILLING AND CREDIT LIMIT INFORMATION (REQUIRED)

RELEVANT LOCATION(S) OF CUSTOMER'S OPERATIONS: _____

ARE STATEMENTS REQUIRED? YES _____ NO _____
ARE PURCHASE ORDERS REQUIRED? YES _____ NO _____
ARE SIGNED TICKETS REQUIRED? YES _____ NO _____
ARE JOB NUMBERS REQUIRED? YES _____ NO _____

CREDIT LIMIT REQUESTED \$ _____

IF CUSTOMER IS AN INDIVIDUAL

NAME OF EMPLOYER	PHONE NO.	OCCUPATION	YEARS EMPLOYED	SOCIAL SECURITY NO.	BIRTHDATE
IF LESS THAN TWO YEARS AT ADDRESS PROVIDED ABOVE, PLEASE PROVIDE PREVIOUS ADDRESS _____					

GENERAL CREDIT INFORMATION

CUSTOMER BANK NAME _____ ACCOUNT NUMBER _____
BANK ADDRESS _____
BANK CONTACT PERSON _____ BANK PHONE NUMBER (____) _____ BANK EMAIL ADDRESS _____
BONDING COMPANY NAME _____
BONDING COMPANY PHONE NUMBER (____) _____ BONDING COMPANY EMAIL ADDRESS _____

TRADE CREDIT SUPPLIER REFERENCES	ADDRESS	TELEPHONE NO.
1)		
2)		
3)		

* CUSTOMER MUST PROVIDE A LIST OF AUTHORIZED ACCOUNT REPRESENTATIVES ON THE ATTACHED SCHEDULE "A".
* CUSTOMER MUST ALSO PROVIDE COMPLETE PROJECT INFORMATION UPON REQUEST BY BURNCO.

BURNCO Sales Representative Name: _____ Signature _____

CREDIT TERMS & AGREEMENT

"BURNCO" means BURNCO Colorado, LLC, also doing business as Bestway Concrete & Aggregate, also doing business as All American Sports Material, and its affiliated companies, subsidiaries, successors and assigns with whom you may do business now and in the future. For the purpose of processing this application the undersigned (the "Customer") hereby authorizes BURNCO to investigate the Customer's credit experience with suppliers, banks and other institutions with which the applicant has conducted business. Upon approval of this application by the Corporate Credit Manager for BURNCO, credit privileges will be extended to the Customer subject to the following terms and conditions. The Customer acknowledges it has read these terms and conditions, and agrees to be bound thereby.

1. BURNCO shall determine in its sole discretion the amount and whether to grant credit to the Customer. BURNCO has no obligation to grant such credit and any granting of credit is without commitment to provide future credit. The Customer shall be responsible for all credit it receives from BURNCO, whether or not such credit exceeds authorized credit limits.
2. The Customer will pay BURNCO for the all purchases on the Customer's account **within thirty (30) days of the invoice date (Net 30 Days)** and will be responsible for the delivery of all payments to BURNCO's office by *that* date.
3. In the event the Customer's account becomes overdue or the Customer is in default of its obligations hereunder, BURNCO may, in its sole discretion, suspend the Customer's account and credit privileges without prior notice.
4. Interest will be charged at the rate of 1.5% per month (18% per annum) or the maximum rate permitted by law, whichever is less, on overdue accounts, calculated daily, commencing on the 1st day that the Customer's account is overdue. The Customer agrees that interest on this account shall accrue in accordance with the terms of this agreement both before and after judgment.
5. The Customer authorizes BURNCO, its agents and affiliates, to conduct any credit investigations it deems appropriate, including but not limited to financial statements, credit checks and bank checks, and authorizes the release to BURNCO of any information, financial, personal or otherwise, as required for the purposes of the credit investigation, from any financial institution, credit reporting organization, supplier, reference, governmental authority, collection agency or any institution providing credit information that the Customer deals with. The Customer hereby directs any such financial institution, credit reporting organization, reference, supplier, governmental authority, collection agency or any institution providing credit information to provide all information requested to BURNCO in relation to the Customer. For the purposes of any applicable statute pertaining to the privacy of information this clause shall constitute full and sufficient consent for the collection, use and disclosure of information, as required for a credit investigation.
6. In the event of a dispute, the Customer shall report in writing to the Corporate Credit Manager at accounts.receivable.bestway@burnco.com within 21 days of the date that the labor was performed and/or the materials were supplied, and the details of the dispute. If the Customer does not issue a written dispute within the said 21 days, notwithstanding that the dispute is not resolved, the Customer shall pay to BURNCO all amounts due and owing, without any off-set, pending resolution of the dispute. Such payment by the Customer shall not affect the rights of Customer's in regard to the dispute.
7. The Authorized Account Representatives attached as Schedule "A" hereto and all Project Information Sheets provided by the Customer form part of this Agreement. The Customer agrees to provide BURNCO with updated and additional Credit Application and Agreements, Project Information Sheets, and Authorized Account Representatives upon request. The Customer further agrees to provide BURNCO with copies of up-to-date financial statements and financial records, and a general or specific assignment of accounts receivable, upon request.
8. The Customer agrees to indemnify BURNCO for all solicitor and client costs and all other expenses incurred by BURNCO in connection with the collection of the account, including if the account is placed with an attorney and / or third party for collection.
9. The Customer agrees that the terms of credit as set forth herein constitute the entire agreement between the Customer and BURNCO with respect to the Credit Application and Agreement. The Customer agrees that this agreement shall bind all respective heirs, executors, administrators, successors, or assigns of the Customer.
10. In the event Customer is comprised of more than one party, such parties hereby agree that they shall be jointly and severally liable for: i) payment of all accounts; and ii) for all liability resulting from an event of default hereunder. The Customer and or the owners of the Customer shall notify BURNCO in writing of any changes of control of the Customer and/or any changes in ownership of the Customer.
11. If applicable, the Customer hereby consents to BURNCO receiving and using the Customer's social security number as may be required by BURNCO to investigate the Customer's credit history and for the purposes of collection of the Customer's account.
12. BURNCO may disclose information related to the Customer's credit history with BURNCO to any financial institution, credit reporting organization, supplier, governmental authority, collection agency or any institution providing credit information that the Customer deals with or to any other third parties. The Customer's signature on this form is express consent for the disclosure of such information.
13. Notwithstanding any form of contract, condition, representation or warranty, whether written, oral, express or implied, the Customer agrees that the terms of credit as set forth herein as between the Customer and BURNCO shall be binding upon the Customer and BURNCO in respect of all contractual relationships between them from time to time; and it is further agreed that the terms of credit as set forth herein shall take priority over any other terms of credit alleged to exist as between the Customer and BURNCO from time to time.
14. BURNCO reserves the right to change any of the terms of this agreement without notice. BURNCO has the right to assign, transfer or delegate this agreement upon written notice delivered to Customer. BURNCO reserves the right to terminate this agreement for any reason without prior notice.
15. The Customer acknowledges receipt of the following notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex or marital status, or age (provided that the applicant has the capacity to enter into a binding contract), the fact that all or part of the applicant's income is derived from any public assistance program, or the fact that the applicant has exercised any right under the Consumer Credit Protection, 15 U.S.C. 1691, chapter 41. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Pennsylvania and 5th St. N.W., Washington, DC 20580.
16. The Customer and BURNCO hereby knowingly and voluntarily **WAIVE ANY RIGHT TO TRIAL BY JURY** in any suit, action, proceeding or counterclaim from any transaction, which arises from or is related to this Agreement. The Customer and BURNCO agree that any such suit will be tried before a court and not before a jury. This provision is a material inducement for BURNCO to enter into this Agreement.
17. **WAIVER OF CONSUMER RIGHTS:** The Customer waives its rights under the *Colorado Consumer Protection Act, C.R.S. 6-1*, a law that gives consumers special rights and protections. After consulting with an attorney of my own selection, I voluntarily consent to this waiver.
18. The Customer acknowledges and agrees to be bound by BURNCO's terms and conditions relating to the sale and supply of products and services, as provided by BURNCO from time to time.
19. If any clause or provision of this agreement is found to be invalid or is incapable of being enforced by any rule of law or public policy, all other clauses and provisions shall, nevertheless, remain in full force and effect. Failure to exercise, or delay in exercising, any right or remedy under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.
20. This agreement shall be governed by the laws of Colorado and the parties hereby attorn to the exclusive jurisdiction of the Courts of the State of Colorado.

If you have any questions about the collection, use or disclosure of your personal information, contact the Corporate Credit Manager at accounts.receivable.bestway@burnco.com.

The undersigned certifies that all of the information in this Agreement is complete, factual, correct, and understands that BURNCO will rely on the accuracy of this information in determining whether any credit may be extended. By signing below, the undersigned represents that he/she is authorized by the Customer to execute this legally binding agreement and the Customer hereby agrees to the terms and conditions stated herein.

SIGNATURE _____ Position _____

Please Print Name _____ Date _____

SIGNATURE _____ Position _____

Please Print Name _____ Date _____

PERSONAL GUARANTEE

In consideration of credit being extended to me/us and/or the above named Customer, the undersigned party or parties, as the case may be, (collectively the "Guarantor") personally guarantee all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Customer to BURNCO or remaining unpaid by the Customer to BURNCO including all interest, commissions, legal and other costs, charges and expense including, without limitation, legal fees and disbursements on a full indemnity basis. This Guarantee is absolute, unconditional, complete and continuing, and shall apply to and secure any indebtedness of the Customer due or remaining unpaid (hereinafter the "Guaranteed Liabilities"). BURNCO may take immediate action under this Guarantee against the Guarantor without first exhausting its recourse against the Customer or others, and without first giving notice of the Customer's indebtedness or failure to pay. In the event that it becomes necessary to place any account guaranteed by this Guarantee with an attorney and / or a third party for collection, the undersigned agrees to pay all costs of collection including without limitation interest, solicitor-client costs, and court costs. The liability of the Customer and Guarantor to BURNCO shall be joint and several and no discharge of any or all of the Customer's obligations to BURNCO, whether by operation of law, bankruptcy or otherwise shall release or otherwise impair or limit the liability of Guarantor under this Guarantee.

Guarantor's liability to make payment under this Personal Guarantee shall arise forthwith after demand for payment has been made in writing on the Guarantor, and such demand shall be deemed to have been effectually made three days following the date on which an envelope containing such demand addressed to Guarantor is posted, postage prepaid, in the post office to the address(es) set out below. Guarantor will immediately upon such demand pay to BURNCO the Guaranteed Liabilities, plus all costs and expenses (including all legal fees and disbursements on a solicitor and client basis) incurred by BURNCO in enforcing any of BURNCO's rights under this Guarantee and interest (including interest on overdue interest, compounded monthly) on unpaid amounts due under this Guarantee calculated from the date on which those amounts were originally demanded until payment in full, both before and after judgement, at the rates applicable to the corresponding Guaranteed Liabilities.

The Guarantor and BURNCO hereby knowingly and voluntarily **WAIVE ANY RIGHT TO TRIAL BY JURY** IN ANY SUIT, ACTION, PROCEEDING, OR COUNTERCLAIM ARISING FROM OR IN CONNECTION WITH, OR OTHERWISE RELATED TO THIS AGREEMENT. The Guarantor and BURNCO agree that any such suit will be tried before a court and not before a jury. This provision is a material inducement for BURNCO to enter into this agreement. I hereby consent and authorize the use of my consumer credit report in the credit evaluation process by BURNCO. The Guarantor grants to BURNCO the right and authority to make credit inquiries and obtain financial statements, credit reports, or other credit information about Guarantor. The Guarantor hereby releases all claims against BURNCO and third parties related to the request, provision and use of the Guarantor's credit information and instruments.

By signing this Guarantee, I/we acknowledge that I/we have read this Guarantee, understand and have had an opportunity to consult an attorney regarding the legal effect and binding nature of the Guarantee, and voluntarily agree to its terms.

SIGNATURE _____ Position _____ Date _____

Please Print Name _____ Social Security Number _____

Address _____

SIGNATURE _____ Position _____ Date _____

Please Print Name _____ Social Security Number _____

Address _____

Schedule "A"

AUTHORIZED ACCOUNT REPRESENTATIVES

The Customer hereby confirms that the following individuals have the authority to order products and request the extension of credit to the Customer on the Customer's BURNCO Colorado, LLC Credit account:

Account Name:		Account Number:
Authorized Representative	Email Address	Phone Number

SIGNATURE

POSITION

PRINT NAME

DATE