

RIGHT AWAY REDY MIX, INC.
ROCK TRANSPORT, INC.
RIGHT AWAY CONCRETE PUMPING, INC.
725 JULIE ANN WAY
OAKLAND, CA 94621

PHONE: 510/632-0602

FAX: 510/638-9447

Name of Company: _____
Address: _____
P.O. Box or Mailing Address: _____
City: _____ State: _____ Zip: _____
Phone: (____) _____ Fax: (____) _____
Type of Business: Corporation__ Partnership__ Proprietorship__ Year Established _____
Contractors License #: _____ Expires: _____

OWNERS OR CORPORATE OFFICERS:

1. Name: _____ Title: _____
Street Address: _____
City: _____ State: _____ Zip: _____
Phone: (____) _____ SS#: _____ CDL#: _____
2. Name: _____ Title: _____
Street Address: _____
City: _____ State: _____ Zip: _____
Phone: (____) _____ SS#: _____ CDL#: _____

CREDIT REFERENCES:

1. Name: _____ Phone: _____
Address: _____ Fax: _____
Highest Amount Charged, Last 6 Months: _____
2. Name: _____ Phone: _____
Address: _____ Fax: _____
Highest Amount Charged, Last 6 Months: _____
3. Name: _____ Phone: _____
Address: _____ Fax: _____
Highest Amount Charged, Last 6 Months: _____
4. Name: _____ Phone: _____
Address: _____ Fax: _____
Highest Amount Charged, Last 6 Months: _____

BANK REFERENCES (COMPANY ACCOUNT):

Bank Name: _____ Branch: _____
Address: _____
Phone: (____) _____ Contact: _____

TYPE OF ACCOUNT: Checking _____ Account # _____
Savings _____ Account # _____

What is the dollar amount of credit for which you are applying: \$ _____

What volume of concrete per month have you poured on average over the last six months:
_____ Yards

(CONTINUED ON REVERSE)

CREDIT TERMS AND CONDITIONS

By making this application, the applicant agrees to pay for all materials supplied, under the following terms and conditions:

1. All charges are due and payable on the tenth day of the month following the month in which delivery is made. A statement for the previous month's charges will be sent on or about the first day of each month.
2. All past due balances shall bear interest at the rate of one and one-half percent (1-1/2%) per month from the date payment is due until the date of payment.
3. In the event suit is brought to collect sums due under this agreement, costs and a reasonable attorney's fee shall be allowed.
4. In the event that payment has been refused on the ground that there is alleged to have been a defect or deficiency in the materials provided, or in any other case in which it is asserted that other damages have been caused by any act or omission on the part of Right Away Redy Mix, Inc., Rock Transport, Inc., and/or Right Away Concrete Pumping, Inc., including without limitation breach of contract, breach of warranty, or negligence, it is agreed that Right Away Redy Mix, Inc., Rock Transport, Inc., or Right Away Concrete Pumping, Inc., may elect in its sole discretion to refer the matter to binding arbitration to be conducted by, and according to the rules and procedures of, the American Arbitration Association. In the case of such arbitration, it shall be held in the City of Oakland, County of Alameda; the prevailing party shall be entitled to recover its attorney's fees and costs; and the non-prevailing party shall bear the cost of arbitration.

Dated: _____, 20____ Signed: _____
By: _____ Title: _____

GUARANTY AGREEMENT

FOR VALUABLE CONSIDERATION, and to induce RIGHT AWAY REDY MIX, INC., ROCK TRANSPORT, INC. and/or RIGHT AWAY CONCRETE PUMPING, INC. ("Company"), to extend credit to _____ ("Borrower"), the undersigned absolutely and unconditionally guarantees the payment of all sums which are now or many hereafter be owing from the Borrower to Company. Notice of protest and demand of any accounts receivable are hereby waived. This is a continuing guaranty and shall apply to all transactions entered into by the Borrower prior to the receipt by Company of written notice of the termination of the guaranty. The undersigned authorizes Company to grant time or other indulgence to the Borrower and agrees that such granting shall not release or in any way modify the liability of the undersigned, whether or not notice thereof shall have been given to the undersigned, nor shall any failure of Company to realize upon any security or other rights which it may have in any way affect the liability of the undersigned. Generally, the undersigned waives any and all suretyship defenses.

If Company is required to enforce Guarantor's obligations by legal proceedings, Guarantor shall pay to Company all costs incurred, including, without limitation, reasonable attorney's fees.

Dated: _____, 20____ Signed: _____

Name of Guarantor: _____

Address: _____

Telephone Number: (____) _____