

APPLICANT INFORMATION AND CREDIT APPLICATION

1. APPLICANT'S BUSINESS NAME _____

(a) **BILLING ADDRESS** _____
P.O. BOX OR STREET CITY STATE ZIP

(b) **PHYSICAL ADDRESS** _____
STREET CITY STATE ZIP

(c) **TELEPHONE NOS:** BUSINESS (_____) _____ FAX (_____) _____ CELL/PAGER (_____) _____

(d) **FEDERAL TAX I.D. #** _____ **STATE TAX #** _____

2. TYPE OF BUSINESS (CHECK APPROPRIATE BOX)

- PROPRIETORSHIP PARTNERSHIP CORPORATION LIMITED LIABILITY COMPANY

3. IF PROPRIETORSHIP OR PARTNERSHIP (COMPLETE THE FOLLOWING):

(a) **DATE PROPRIETORSHIP OR PARTNERSHIP FORMED:** _____

(b) **FOR EACH PROPRIETOR OR GENERAL PARTNER (ADD ADDITIONAL PAGE IF MORE THAN 3 INDIVIDUALS)**

Name	Home Address	Social Security Number	Spouse's Name
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

4. IF CORPORATION OR LIMITED LIABILITY COMPANY (COMPLETE THE FOLLOWING):

(a) **DATE INCORPORATED/FORMED:** _____

(b) **CORPORATE OFFICERS**

Title	Name	Home Address
1. PRESIDENT	_____	_____
2. VICE PRESIDENT	_____	_____
3. SECRETARY	_____	_____
4. TREASURER	_____	_____

(c) **SHAREHOLDERS/LLC MEMBERS OWNING 25% OR MORE OF COMPANY**

Name	Home Address	Social Security Number	% Owned
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

5. BANK REFERENCE (COMPLETE THE FOLLOWING):

(1) BANK NAME _____ BRANCH LOCATION _____
 PERSON TO CONTACT _____ TEL. NO.(_____) _____
 TYPES OF ACCOUNTS _____ ACCT. NOS. _____

6. BUSINESS REFERENCES (ONLY THOSE FROM WHOM YOU BUY ON CREDIT):

- (1) COMPANY NAME: _____ TEL. NO.(____)_____ FAX. NO.(____)_____
- (2) COMPANY NAME: : _____ TEL. NO.(____)_____ FAX. NO.(____)_____
- (3) COMPANY NAME: : _____ TEL. NO.(____)_____ FAX. NO.(____)_____
- (4) COMPANY NAME: : _____ TEL. NO.(____)_____ FAX. NO.(____)_____

7. LICENSE AND BONDING INFORMATION

RESIDENTIAL LIC. No.	LIC TYPE	DATE ISSUED	EXP DATE	BOND Nos.
BONDING COMPANY				BOND AMTS
COMMERCIAL LIC. No.	LIC TYPE	DATE ISSUED	EXP DATE	BOND AMTS
RESIDENTIAL LIC QUALIFYING PARTY		COMMERCIAL LIC QUALIFYING PARTY		

8. APPLICANT MUST ATTACH ITS CURRENT FINANCIAL STATEMENT.

9. APPLICANT HAS PROVIDED THE INFORMATION SET OUT ABOVE FOR THE PURPOSE OF OBTAINING BUSINESS CREDIT FROM KCG, INC. DBA REW MATERIALS ("REW"). APPLICANT AUTHORIZES REW TO CONDUCT A CREDIT INVESTIGATION OF APPLICANT BY, AMONG OTHER THINGS, INVESTIGATING THE REFERENCES SET OUT ABOVE AS WELL AS THOSE AVAILABLE THROUGH ANY CREDIT TRADE GROUP ASSOCIATION, AND BY REQUESTING AND OBTAINING CREDIT REPORTS ON APPLICANT AND ITS INDIVIDUAL PRINCIPALS AS REW DEEMS NECESSARY TO MAKE A BUSINESS CREDIT DECISION AND/OR TO DETERMINE WHETHER APPLICANT CONTINUES TO MEET THE TERMS OF THE ACCOUNT.

AGREEMENT

In consideration of the extension of credit by Rew ("Seller") and for other valuable consideration, Applicant ("Buyer") and Seller (individually a "Party" and collectively the "Parties") agree as follows:

1. **Purchases.** Every purchase shall begin with Buyer making a request to Seller (an "Order") specifying the type and quantity of wallboard and other products (collectively, "Products") requested, and the requested delivery date. Each Order shall be submitted in a manner prescribed by Seller. Seller shall not be obligated to accept any Order, and may revoke any acceptance at any time before the entire Order is delivered. Every Order shall be subject to Seller's then current Products price list. No Order shall be binding on Seller unless and until the Order is shipped. Buyer shall provide a complete street address of each job site that Products are being purchased for, whether delivered by Seller or picked up by Buyer.

2. **Delivery.** Seller, at Buyer's request, shall deliver the Products to a location designated by Buyer that is acceptable to Seller (the "Delivery Point"). Seller shall use reasonable efforts to deliver the Products on or before the date requested by Buyer; however, Buyer understands and agrees that (i) all delivery dates are approximate, and (ii) delivery dates may vary, depending upon (among other things) difficulties with workmen, labor, shortages in Products, fire, flood or other casualty, government regulations or requirements, shortages or failure of raw materials, supplies, fuel, power or transportation, and breakdown of equipment. Ownership of the Products shall be with Seller until the Products have been delivered to the Delivery Point. All risks of loss and damage shall pass to Buyer immediately upon delivery of the Products to the Delivery Point.

3. **Inspection.** Buyer shall inspect the Products immediately upon delivery to the Delivery Point. If Buyer believes that any delivered Products do not conform to the Order in any respect, then Buyer shall, within 24 hours of delivery, give written notice to Seller specifying the nature of the nonconformity (a "Notice of Nonconformity"). Notwithstanding Seller's receipt of any Notice of Nonconformity as to the quantity of Products delivered, a signature on a delivery receipt shall conclusively establish Buyer's receipt of not less than the quantity of Products indicated on the receipt. Buyer's failure to give Notice of Nonconformity in accordance with this Section shall constitute Buyer's (i) irrevocable acceptance of the Products, and (ii) irrevocable waiver its right to claim that the Products did not conform to the Order.

4. **Invoices.** Seller shall submit an Invoice to Buyer for each shipment of Products at or near the time of shipment. Buyer, within 24 hours of delivery and subject to the provisions in Section 3, shall notify Seller in writing of any disputed charge on the Invoice. Buyer's failure to give such written notice shall mean that Buyer (i) agrees that the charges on the Invoice are correct, and (ii) irrevocably waives its right to object to such amounts in the future.

5. **Credit Terms.** If Buyer does not pay for the Products upon delivery, then the following terms shall apply to each Invoice:

5.1 **Due Date, NSF Charge, And Interest.** Buyer shall pay each Invoice in full on or before the 30th day after the date of the Invoice (the "Due Date"). Buyer shall immediately pay Seller a \$25 fee for all checks returned NSF. The NSF fee is in addition to, and not in lieu of, all other rights and remedies of Seller. In addition, every Invoice not paid by the Due Date shall bear interest at the rate of 18% per annum from the date of the Invoice until paid in full. The Parties believe that this interest provision complies with all applicable laws (including usury laws); however, if any interest or other charge is ever determined to exceed the maximum amount permitted by law, then: (i) the amount of interest or charges shall be reduced to the maximum amount permitted by law; (ii) any excess amount previously collected from Buyer that exceeded the maximum amount permitted by law shall be credited against the principal amount then outstanding; and (iii) if there is no outstanding principal amount owed to Seller, then the excess amount shall be refunded to Buyer.

6. Limited Express Warranty; Limitations And Exclusions.

6.1 **Limited Express Warranty.** Seller warrants only as follows (the "Limited Express Warranty"): At the date of delivery (i) Seller shall have good title to the Products; and (ii) the Products shall be free from material defects caused by Seller. This Limited Express Warranty shall apply only in favor of Buyer, and shall be subject to the provisions in this Agreement.

6.2 Limitations Of Liability And Exclusions From Warranty. The Limited Express Warranty shall not apply to: (1) any Products not manufactured by Seller (however, Seller will assign to Buyer whatever warranty Seller has received from the manufacturer of such Products, to the extent assignable); or (2) Seller's advice or recommendations (if any) with respect to the Products. Buyer agrees that the Limited Express Warranty is in lieu of all other representations and warranties whatsoever (expressed or implied), and that, except as set out in Section 6.1, **THERE ARE NO WARRANTIES WHATSOEVER ON THE PRODUCTS, EXPRESSED OR IMPLIED.** Buyer also agrees that (i) all catalogs, circulars, pamphlets, drawings, and/or samples (collectively, "Catalogs") of Seller are issued for general information purposes only, and shall not constitute statements of quality or fitness for a particular purpose, and (ii) all expressed and implied warranties that might arise from any Catalogs or actions of Seller, are expressly excluded. **FURTHER, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW, CUSTOM OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.** Further, notwithstanding anything to the contrary contained in this Agreement, Buyer agrees that: (a) its sole and exclusive remedy against Seller for breach of any contract, warranty, and/or any other duty arising out of the sale or use of the Products shall be the replacement of the Products or, at Seller's option, the repayment of or crediting Buyer with an amount equal to the purchase price of the Products; (b) under no circumstances shall Seller's liability (whether for negligence, breach of contract or any legal duty, misrepresentation or otherwise) exceed the purchase price of the Products; and (c) **WITHOUT LIMITING THE FOREGOING, SELLER SHALL HAVE NO LIABILITY FOR ANY LOSS OF BUSINESS, GOODWILL, REPUTATION, PROFIT OR CONTRACT, OR FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL LOSS, DAMAGE OR EXPENSE, DIRECTLY OR INDIRECTLY ARISING FROM OR RELATED TO THE SALE OR USE OF THE PRODUCTS.** Any claim of Buyer for breach of warranty or contract, or based on tort arising out of the sale or use of any Products, must be commenced within one year after the date such Products are delivered to Buyer.

7. Return Of Products. Buyer shall not return any Products without Seller's written approval, which Seller may give or deny in its sole discretion. If Seller gives its written approval for the return of any Products, then Buyer shall: (i) at its own risk and expense, arrange for delivery all such Products to Seller; and (ii) immediately pay Seller a restocking fee in the amount of (a) 15% of the price Buyer is invoiced for such Products, if the Products are delivered by Buyer, and (b) 20% of the price Buyer is invoiced for such Products, if the Products are picked up by Seller.

8. Representations And Warranties. Buyer represents, warrants and agrees as follows: (i) all corporate and other formalities necessary to authorize execution and performance of this Agreement have been taken; (ii) there are no lawsuits or other proceedings pending or threatened against it by any Person (defined below) which would adversely affect its ability to perform under this Agreement; (iii) the financial statements and all other financial information supplied by Buyer to Seller (collectively, the "Financial Statements") are correct, and fairly present the financial condition of Buyer on the date the Financial Statements were provided to Seller and as of the date of this Agreement; (iv) to the best of Buyer's knowledge, there will be no material (defined as 10%) decrease in the value of its assets or material increase in the amount of its liabilities after the date of this Agreement; (v) each Order made by Buyer is, and shall be, a separate request for credit; and (vi) all representations and warranties given by Buyer to Seller in the credit application, the Financial Statements, and/or this Agreement are continuing and shall be deemed remade by Buyer concurrently with each Order. For purposes of this Agreement, the word "Person" means any: (i) natural person; (ii) firm; (iii) partnership; (iv) joint venture; (v) corporation; (vi) limited liability company; (vii) limited liability partnership; (viii) business venture; (ix) trust; (x) association; (xi) consumer organization; (xii) state, local or federal government agency, branch, department or other governmental unit; or (xiii) any other entity.

9. Conditions For Sale/Continuing Credit. Notwithstanding anything to the contrary in this Agreement, Seller shall not be obligated to extend credit to Buyer and may refuse to honor any Order of Buyer, if any of the following have occurred at the time of any Order and/or before any delivery: (i) any default, or any event which with the giving of notice or passage of time would constitute a default; (ii) any adverse change in the business or financial condition of Buyer or any guarantor; (iii) any representation or warranty of Buyer or any guarantor given to Seller is not then true; and/or (iv) any other event which shall reasonably cause Seller to believe that the prospect of payment or performance by Buyer or any guarantor has been impaired.

10. Security Interest; Attorney In Fact. Buyer hereby grants to Seller a lien on and a security interest in all of Buyer's rights and interests in the following (the "Collateral"): all Products and Goods of Buyer that were obtained from Seller (including but not limited to Equipment and Inventory) wherever situated, now owned or hereafter acquired, together with all substitutions, renewals, Accessions, repairs, replacements and additions thereto and all Proceeds (Cash Proceeds and Non-Cash Proceeds) and products thereof. All capitalized words contained within the description of Collateral have the same meaning as in the Uniform Commercial Code, unless otherwise defined in this Agreement. The Collateral secures the payment and performance of all of Buyer's obligations under this Agreement, together with all accrued and accruing interest and charges, plus all costs incurred by Seller in collecting or enforcing the obligations, and/or in preserving, protecting or realizing on the Collateral. Buyer hereby appoints Seller as its lawful agent and attorney-in-fact (with full powers of substitution) for the following purposes: (1) executing on Buyer's behalf and in Buyer's name, all financing statements, financing statement changes, continuation statements, and other documents required in order to give Seller a continuing lien upon all or any part of the Collateral; and (2) endorsing and collecting on Buyer's behalf and in Buyer's name all checks made payable by any Person jointly to Buyer and Seller. This power of attorney is coupled with an interest and is irrevocable.

11. Default. Each of the following shall constitute a default under this Agreement: (i) Buyer fails to pay any sum when due; (ii) Buyer breaches or fails to comply with any other provision of this Agreement; (iii) any representation or warranty of Buyer or any guarantor to Seller shall be false or misleading as of the date made or remade; (iv) anyone attempts to foreclose on or seize any of the Collateral or other property of Buyer or any guarantor; (v) there is a change in Buyer's ownership or active management, which in Seller's opinion may have an adverse effect on Buyer's ability to perform under this Agreement; (vi) Buyer or any guarantor (a) becomes insolvent or unable to pay its debts when due, (b) generally fails to pay its debts when due, (c) applies for or consents to the appointment of a receiver, trustee or other custodian over its assets, (d) makes an assignment for the benefit of creditors, or (e) admits in writing that it is unable to pay its debts; (vii) any bankruptcy, winding up, liquidation or similar proceeding is filed by or against Buyer or any guarantor; or (viii) any other event occurs which reasonably causes Seller to believe its prospect of payment by Buyer or any guarantor has been impaired. If a default occurs, then all amounts owed by Buyer will be immediately due and payable, and Seller, without notice, shall be entitled to exercise all rights and remedies available to it under this Agreement, at law, and/or in equity. All rights and remedies of Seller shall be cumulative, and may be exercised singularly or concurrently.

12. Controlling Law. This Agreement and all questions relating to its validity, interpretation, performance and inducement shall be governed by, construed, interpreted and enforced in accordance with the substantive laws of the state of California (without reference to choice of law principles).

13. **Attorney's Fees.** Buyer shall immediately pay to Seller all costs and expenses, including, but not limited to, attorneys' fees, costs and expenses and its experts' fees, costs and expenses (collectively, "Costs") incurred by Seller in the collection and other exercise of its rights resulting from a default under this Agreement, with interest from the date of expenditure at the rate of 18% per annum. The Costs shall be paid whether or not a lawsuit is commenced.

14. **Survival.** All representations, warranties and covenants contained in this Agreement shall continue and survive execution of this Agreement, and shall remain binding upon the Party making the representation, warranty or covenant.

15. **Time Is Of The Essence.** Time is of the essence in the performance of every part of this Agreement.

16. **Disclosure.** Seller may disclose the terms of this Agreement and payment information whenever a request for a credit rating is received.

17. **Entire Integrated Agreement.** This Agreement supersedes all previous written and oral agreements made between the Parties, and constitutes the entire agreement between the Parties as to the transaction contemplated by this Agreement. There are no agreements, understandings, warranties or representations among the Parties, except as set forth in this Agreement. No provision of this Agreement may be amended, modified, supplemented, changed, waived, discharged or terminated, except by an instrument in writing signed by the Parties.

18. **Counterparts/ Headings.** This Agreement may be executed in counterparts. Section or other headings contained in this Agreement are for reference purposes only, and are not intended to affect the meaning or interpretation of this Agreement.

19. **Severability.** The provisions of this Agreement are severable. As such, the invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. If any clause or provision of this Agreement is determined to be illegal, invalid, or unenforceable under any present or future law by the final judgment of a Court of competent jurisdiction, then such clause or provision shall be ineffective, but the remaining provisions of this Agreement will not be affected and shall be construed in the broadest manner to effectuate the purposes of this Agreement. Further, the Parties shall replace any void or unenforceable provision with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of the void or unenforceable provision.

20. **Notices.** All notices given pursuant to this Agreement shall be: (1) delivered in person; (2) sent by telecopy; or (3) sent by certified, registered, or express mail, postage prepaid, or by overnight express carrier, addressed as follows: (i) if to Seller--KCG, Inc., P.O. Box 20506, Phoenix, AZ 85036, Attn. Ray McCrite, Telecopy No. (602) 257-0958; and (ii) if to Buyer, at the Billing Address of Applicant with Fax No. set out on the first page of the Applicant Information and Credit Application. All notices shall be deemed received and effective: (a) if delivered in person, at the time of actual delivery; (b) if sent by telecopy, on the day sent if a business day, or if such day is not a business day, then on the next business day; (c) if sent by overnight express carrier, on the next business day immediately following the day sent; or (d) if sent by registered or certified mail, on the third business day following the day sent. Any Party may change its notice address by delivering written notice of change to the other Party in the manner provided in this Section.

21. **Effective Date/Inconsistent Terms.** This Agreement shall be effective and binding on the Parties on the earlier of the date that (i) Seller executes this Agreement, or (ii) Seller extends credit to Buyer. If any Order made by Buyer or any Invoice or other confirmation of sale made by Seller contains terms that are inconsistent with this Agreement, then the provisions of this Agreement shall control.

22. **Waiver Of Right To Jury Trial.** THE PARTIES ACKNOWLEDGE AND AGREE THAT: (i) ANY CONTROVERSY WHICH MAY ARISE UNDER, AS A RESULT OF OR IN CONNECTION WITH THIS AGREEMENT WOULD BE BASED UPON DIFFICULT AND COMPLEX ISSUES; AND (ii) AS A RESULT, ANY LAWSUIT ARISING OUT OF ANY SUCH CONTROVERSY SHALL BE TRIED BY A JUDGE SITTING WITHOUT A JURY.

23. **Indemnification For Vertical Stacking.** Buyer understands and agrees that: (i) unless instructed otherwise, Seller will flat stack all wallboard that it delivers to the Delivery Point; and (ii) Buyer shall indemnify, defend, and hold Seller (and its shareholders, officers, directors, employees, agents, predecessors, successors and assigns) harmless from and against all damages, costs and/or expenses (including, but not limited to, attorneys' and experts' fees) incurred by Seller in connection with any claim based upon, related to or resulting from the vertical stacking of any wallboard.

24. **Access Indemnification and Liability Waiver.** Buyer: (1) understands that it is necessary for Seller to drive heavy trucks and other equipment across certain property to deliver Products; and (ii) shall indemnify, defend, and hold Seller (and its shareholders, officers, directors, employees, agents, predecessors, successors and assigns) harmless from and against all damages, costs and/or expenses (including, but not limited to, attorneys' and experts' fees) incurred by Seller in connection with any claim based upon, related to or resulting from any damage to said property, even if the damage is caused by Seller's negligence.

NOTICE TO APPLICANT/BUYER-- DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT AND ARE CERTAIN THAT YOU UNDERSTAND IT. YOU NEED TO SEEK INDEPENDENT LEGAL ADVICE, IF YOU HAVE ANY QUESTION ABOUT ANY TERM OR PROVISION OF THIS AGREEMENT.

BUYER

SELLER

Print or type name of Buyer

KCG, INC.

By _____
Authorized Signer, Title

By _____
Its

Date Signed

Date Signed

CONTINUING UNCONDITIONAL GUARANTY

The undersigned (individually and collectively, "Guarantor"), jointly and severally, agree as follows:

1. **Benefit.** _____ ("Buyer") desires to purchase wallboard and other products ("Products") on credit from KCG, Inc. dba REW Materials ("Seller") in accordance with a written agreement (the "Agreement") entered, or to be entered, into by Buyer and Seller. Guarantor has an ownership or other interest in Buyer, will benefit from the Agreement, and has agreed to provide this Guaranty to Seller, in consideration of Seller entering into and/or performing under the Agreement.

2. **Guaranty Of Payment And Performance.** Guarantor hereby unconditionally and irrevocably guarantees to Seller the punctual payment and performance when due, whether at stated maturity, by acceleration or otherwise, of all obligations and liabilities of every type of Buyer to Seller under the Agreement (the "Obligations"), whether now existing or hereafter arising. This Guaranty is a present and continuing guaranty of payment and not of collectability. Seller shall not be required to take any action against Buyer or any other Person (as defined in the Agreement), or to enforce or resort to any Collateral (as defined in the Agreement) or other property, before calling on Guarantor for payment.

3. **Continuing Guaranty.** *Guarantor's obligations under Section 2 and all of its other obligations under this Guaranty (collectively, "Guarantor's Obligations") (a) are primary obligations of Guarantor, (b) shall not be subject to any counterclaim, set-off, abatement, deferment or defense based upon any claim that Guarantor may have against Buyer or any other Person, and (c) shall remain in full force and effect without regard to, and shall not be released, discharged or affected in any way by, any circumstance or condition whatsoever including, without limitation: (i) any lack of validity or enforceability of the Agreement for any reason; (ii) any amendment, modification or other change in the Agreement; (iii) any furnishing, exchange, substitution or release of any Collateral or other property securing the Obligations; (iv) any failure or delay on the part of Seller in giving notice of any default under the Agreement, this Guaranty, or any other document; (v) any waiver, compromise, release, settlement or extension of time of payment or performance of any of the Obligations; (vi) any exercise, or any delay or failure to exercise, any right, power or remedy conferred upon Seller in the Agreement, this Guaranty, or otherwise; (vii) any Bankruptcy Proceeding (defined below), or any action taken by any Person in any such proceeding; (viii) any change in (or termination of) the relationship between Buyer and Guarantor; (ix) any release or discharge by operation of law of Buyer or any other Person from any of the Obligations; or (x) any other event, which otherwise might constitute a legal or equitable defense or discharge of the liabilities of a guarantor or surety or which otherwise might limit recourse against Buyer, Guarantor, or any other Person obligated in any way to pay or perform under the Agreement. For purposes of this Guaranty, the words "Bankruptcy Proceeding" mean and include any voluntary or involuntary bankruptcy, insolvency, reorganization, arrangement, readjustment, assignment for the benefit of creditors, composition, receivership, liquidation, marshaling of assets and liabilities, or similar event or proceeding with respect to Buyer, Guarantor, or any other Person obligated in any way for any of the Obligations.*

4. **Seller Actions.** *Seller, at any time and without notice to Guarantor, may take any or all of the following actions without impairing Guarantor's Obligations: (a) renew, extend, or otherwise change the time for the payment or performance of any of the Obligations; (b) release or compromise any liability of Buyer or any other Person with respect to any part of the Obligations; (c) exchange, enforce, waive, release, and/or apply any Collateral or other property from or to the Obligations; (d) agree to any amendment, modification, or alteration of the Agreement; and/or (e) consent to any action or non-action of Buyer which may violate the covenants and agreements contained in the Agreement with or without consideration, on such terms and conditions as may be acceptable to Seller.*

5. **Subordination.** *Guarantor hereby: (i) subordinates to Seller all rights and claims of every kind that Guarantor has now or acquires at any time in the future against Buyer or any property of Buyer ("Claims"), including, without limitation, such claims resulting from Buyer's present or future indebtedness to Guarantor (the "Indebtedness"); and (ii) agrees that all such Claims and Indebtedness shall be subordinate, inferior, and subject to the claims and rights of Seller against Buyer and/or any property of Buyer for all of the Obligations, whether direct or contingent, or whether now or hereafter created. This subordination applies irrespective of the time or order of filing of any financing statement or other lien evidencing or securing the Obligations and/or the Claims or Indebtedness.*

6. **Waivers.** Guarantor waives all defenses to the enforcement of the Agreement and this Guaranty, arising by reason of: (i) any present or future law affecting the terms of, or Seller's remedies with respect to, any of the Obligations; (ii) any failure of Seller to preserve, insure, or protect any Collateral or other property, or to preserve, insure, or protect any subrogation, contribution or reimbursement rights of Buyer, Guarantor, or other Person; (iii) any defense or benefit that may be derived from A.R.S. §§ 12-1566, 12-1641 et. seq., and 44-142, Rule 17(f) of the Rules of Civil Procedure, and/or comparable provisions of the laws of any other jurisdiction, and all other suretyship defenses; and (iv) diligence, presentment, demand for performance, protest, and/or notice of non-performance, default, acceleration, protest, or dishonor.

7. **Reinstatement.** *All obligations of Guarantor shall continue to be effective or automatically be reinstated, as the case may be, if at any time the payment or performance of any of the Obligations is rescinded or otherwise must be restored or returned by Seller as a result of a Bankruptcy Proceeding of Guarantor, Buyer, or any other Person, all as though such payment had not been made.*

8. **Representations, Warranties And Covenants Of Guarantor.** Guarantor represents, warrants and covenants as follows: (i) Guarantor is the owner and holder of all of the Claims and the Indebtedness, and has not assigned all or any portion of the Claims or Indebtedness to any Person; (ii) Guarantor has reviewed, is familiar with, and has approved the terms and conditions of the Agreement; (iii) all financial statements and other financial information supplied by Guarantor to Seller in connection with this Guaranty are complete, true and accurate reflections of and fully describe Guarantor's financial condition as of the date of the statement and this Guaranty (iv) to the best of Guarantor's knowledge, information and belief, there will be no material (defined as 10%) decrease in the value of its assets or material

