

**CREDIT APPLICATION**

This Credit Application (this Application) is made to Paveloc Industries, Inc. (Paveloc) for the purpose of inducing Paveloc to extend credit accommodations to the Applicant named below:

\_\_\_\_\_  
 (Full Firm Name - Applicant) (Telephone No.) (Fax No.)

\_\_\_\_\_  
 (Billing Address) (City, State) (Zip Code)

\_\_\_\_\_  
 (Street Address)

\_\_\_\_\_  
 (Trade Name - If Different From Above) (Contact Name) (Title)

1. Applicant's Type of Business Is: Sole Proprietor  Partnership  Corporation  Limited Liability Company

2. State of Incorporation: \_\_\_\_\_ FEIN No.: \_\_\_\_\_

Principal Stockholder or Partner Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Soc. Sec.#: \_\_\_\_\_

Second Principal Stockholder or Partner Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Soc. Sec.#: \_\_\_\_\_

3. Applicant Was Established or Incorporated \_\_\_\_\_ (Date)

4. Applicant Tax Exempt IL?  YES  NO (IF YES, APPLICANT MUST COMPLETE SALES TAX EXEMPTION CERTIFICATE ON REVERSE SIDE)

Applicant Tax Exempt Other States: \_\_\_\_\_  
 (please list all other states here)

A separate resale affidavit each with the proper registration number is needed for each state. Contact Paveloc for resale affidavit's

5. Applicant Has Operated From Its Current Address For \_\_\_\_\_ Years.

6. Applicant  Owns  Rents Its Present Place of Business.

7. Applicant's Business Credit References:

A. Bank Reference:

(Name)	(Address)	(Loan Officer)
(Telephone No.)	(Fax No.) (Account Name)	(Account Number)

B. Supplier References:

(1)	(Name)	(Address)	(Telephone No.)	(Fax No.)
(2)	(Name)	(Address)	(Telephone No.)	(Fax No.)
(3)	(Name)	(Address)	(Telephone No.)	(Fax No.)
(4)	(Name)	(Address)	(Telephone No.)	(Fax No.)
(5)	(Name)	(Address)	(Telephone No.)	(Fax No.)

8. Are Applicant's Accounts Receivable, Inventory, Equipment and/or Trucks Encumbered by a Present Lien or Security Interest:

A. Accounts Receivable  Yes  No C. Equipment  Yes  No  
 B. Inventory  Yes  No D. Trucks  Yes  No

9. Other Business Names Used by Applicant To Obtain Credit:

\_\_\_\_\_  
 (Full Firm Name) (Address) (Date)

10. Outstanding Loans Made to Applicant:

Name of Creditor	Type of Loan	Original Amt. Due	Present Amt. Due	Monthly Payments	Security

11. Approximate Initial Amount of Credit Application Required Per Month, Which Request Shall Not Be Binding Upon Paveloc, Nor Shall Paveloc Incur Liability By Granting, Reducing, Increasing or Refusing Said Request: \_\_\_\_\_

Applicant hereby certifies that the information furnished under this application and any other financial statements furnished in connection herewith, is true and correct and that the information is being furnished to Paveloc for the purpose of inducing Paveloc to extend credit to Applicant, and understands that Paveloc intends to rely upon such information. Applicant understands and agrees to be bound by the terms incorporated herein by reference and contained on the reverse side hereof in this Application and all invoices and other documents furnished by Paveloc from time to time, all of which are incorporated herein by reference, and to advise Paveloc of any material change in the information provided herein, including but not limited to, change of ownership, address or telephone. Applicant understands that Paveloc will retain this Application whether or not it is approved. Applicant hereby authorizes Paveloc to check Applicant's credit history and trade and bank references for customary credit information, to confirm the information contained on this Application, including, but not limited to, sending a copy hereof to the trade and bank references, and to release information to other creditors regarding Applicant's credit experience with Paveloc. APPLICANT UNDERSTANDS THAT THE TERMS AND CONDITIONS CONTAINED ON THE REVERSE SIDE HEREOF ARE MATERIAL HERETO AND SPECIFICALLY MADE A PART HEREOF.

APPLICANT:

\_\_\_\_\_  
 (Full Firm Name)  
 By Authorized Agent:

\_\_\_\_\_  
 (Signature) (Printed Name) (Date)

\_\_\_\_\_  
 (Signature) (Printed Name) (Date)

**TERMS AND CONDITIONS**

In consideration of the extension of credit by Paveloc to Applicant and by signing the Application on the reverse side hereof, Applicant agrees to the following terms and conditions, which terms and conditions are a part of this Application:

- 1. Upon approval of this Application, Paveloc, in its sole discretion, and notwithstanding any request of the Applicant, will assign Applicant a maximum credit line and shall have the right to increase, decrease or terminate Applicant s credit privileges under this Application at any time without prior notice to Applicant, except as otherwise provided by law.
2. All purchases by Applicant of goods and/or services from Paveloc will be made in accordance with the terms and conditions of this Application and any invoices and/or other documents evidencing the Applicant s obligations to Paveloc, all of which are incorporated herein by this reference. Applicant agrees and understands that Paveloc, at its sole discretion, may change the terms and conditions hereof.
3. Payment of the purchase price for goods and/or service acquired from Paveloc shall be made pursuant to the terms set forth on each invoice, and Applicant agrees to pay all charges according to the payment terms established in said invoice. The entire outstanding balance due to Paveloc on all invoices shall become due in full immediately upon default in the payment of any invoice.
4. Applicant agrees to pay interest in the amount of 1 1/2% per month, or the highest rate permitted by law, whichever is less, on any payment considered past due until collected.
5. Applicant agrees to pay all cost of collection incurred by Paveloc, including attorney s fees and expenses, should a default in payment or any other obligation of Applicant occur.
6. This Application and all transactions between Applicant and Paveloc shall be governed by and interpreted in accordance with the laws and decisions of the State of Illinois, without regard to the conflict of law provisions thereof.
7. Applicant and Paveloc irrevocably agree, and hereby consent and submit to the non-exclusive jurisdiction of the Circuit Court of Cook County, Illinois, and the United States District Court for the Northern District of Illinois, Eastern Division, with regard to any actions or proceedings arising from, relating to or in connection with Applicant s obligation to Paveloc or this Application. Applicant hereby waives any right Applicant may have to transfer or change the venue of any litigation filed in the Circuit Court of Cook County, Illinois, or the United States District Court for the Northern District of Illinois, Eastern Division.
8. Applicant hereby agrees that Paveloc may, at Paveloc s sole option, require Applicant to arbitrate any controversy or claim arising out of or relating to this Application, any credit extended by Paveloc to Applicant or any other issue. If Paveloc chooses arbitration, such controversy or claim shall be arbitrated by the America Arbitration Association in accordance with its Commercial Arbitration rules and any judgement or award rendered in connection therewith shall be entered in any court having jurisdiction thereof. Applicant hereby consents to arbitration in any location selected by Paveloc within the state of Illinois and to the application of Illinois law with the exception of Illinois conflicts of laws rules. Applicant agrees to pay all costs and expenses in connection with the arbitration, including, but not limited to, arbitrator s fees, administration fees and attorney s fees.

**PERSONAL GUARANTY**

The undersigned, \_\_\_\_\_ ( Guarantor ), having a financial interest in Applicant, and benefiting from the transactions contemplated by this Agreement, hereby personally guaranties the payment by Applicant to Paveloc Industries, Inc. ( Paveloc ) of all amounts due and owing now, and from time to time hereafter from Applicant to Paveloc (the Liabilities ). Guarantor expressly waives notice from Paveloc of its acceptance and reliance on this Personal Guaranty, notice of sales made to Applicant, and notice of default by Applicant. The obligations of Guarantor hereunder shall not be affected, excused, modified or impaired upon the happening, from time to time of any event. No set-off, counter-claim or reduction of any obligation, or any defense of any kind or nature which Guarantor has or may have against Applicant or Paveloc shall be available hereunder to Guarantor against Paveloc. In the event of a default by Applicant on its obligations to Paveloc, Paveloc may proceed directly to enforce its rights hereunder and shall have the right to proceed first against Guarantor, without proceeding with or exhausting any other remedies it may have. Guarantor further agrees that to the extent that Applicant makes a payment or payments to Paveloc, which payment or payments, or any part thereof, are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to Applicant, its estate, trustee, receiver or any other party under any bankruptcy law, state or federal law, common law, or equitable cause, then to the extent of such payment or repayment, the Liabilities or portion thereof which have been paid, reduced or satisfied by such amount so repaid shall be reinstated as of the date such initial payment, reduction or satisfaction occurred. Guarantor does hereby acknowledge that he or she may have rights of indemnification, contribution, reimbursement or exoneration from Applicant if Guarantor assumes or performs his or her obligation under this Personal Guaranty. Guarantor understands the benefits of having such rights. These benefits include, but are not limited to: (i) Guarantor s right to the reimbursement from Applicant of all money spent from Guarantor s performance of its obligations under this Personal Guaranty, and (ii) Guarantor s right to succeed to any position held by Paveloc, after Guarantor has fulfilled its obligations under this Personal Guaranty. Guarantor, in further consideration of Paveloc extending financial accommodations to Applicant, however, knowingly and voluntarily waives and relinquishes any rights of indemnification, contribution, reimbursement and exoneration from Applicant which may arise. Guarantor agrees to pay all cost, expenses and fees, including reasonable attorneys fees, which may be incurred by Paveloc in enforcing this Personal Guaranty or protecting its rights following any default on the part of Guarantor. Guarantor agrees that an interest charge of one and one-half (1 1/2%) percent per month, or the highest rate permitted by law, whichever is less, shall be assessed on any amount due and owing to Paveloc by Guarantor under this Personal Guaranty until collected. This Personal Guaranty shall be binding upon Guarantor and Guarantor s heirs, successors, assigns, representatives and survivors, and shall inure to the benefit of Paveloc, its successors, assigns, affiliates and shareholders and may be assigned by Paveloc with out notice to Guarantor. This Personal Guaranty shall be governed by and interpreted under the laws and decisions of the State of Illinois. Guarantor and Paveloc irrevocably agree, and hereby consent and submit to the non-exclusive jurisdiction of the Circuit Court of Cook County, Illinois, and the United States District Court for the Northern District of Illinois, Eastern Division, with regard to any actions or proceedings arising from, relating to or in connection with the Liabilities, this Personal Guaranty or any collateral or security therefor. Guarantor hereby waives any right Guarantor may have to transfer or change the venue of any litigation filed in the the Circuit Court of Cook County, Illinois, or the United States District Court for the Northern District of Illinois, Eastern Division. If executed by more than one, the obligation of Guarantor shall be joint and several and all reference to the singular shall be deemed in the plural.

(Print Name) \_\_\_\_\_ (Signature & Date) \_\_\_\_\_
(Print Name) \_\_\_\_\_ (Signature & Date) \_\_\_\_\_

To Our Customers:

To properly handle the tax status of shipments to you, we must have this exemption certificate (Illinois only) completed and executed by you. States other than Illinois must have a Resale Affidavit completed and executed by you. If shipments to you go to more than one taxing state, a separate executed resale affidavit each with the proper registration number is needed for each state. Contact Paveloc for a Resale Affidavit

Where our shipments to you are regularly taxable, please so indicate when your return this application. We will then add appropriate tax on all shipments unless advised differently by your issuance of a unit exemption certificate.

Failing to hear from you within fifteen days, we must conclude that you are unable to furnish an exemption certificate and we will therefore add the applicable tax to our invoices.

**BLANKET CERTIFICATE OF EXEMPTION**

This is to certify that all tangible personal property purchased from Paveloc is exempt for Sales and/or Use Tax for the following reasons: (Check exemption reason)

\_\_\_ For Resale \_\_\_ Other statutory exemption: \_\_\_\_\_

Applicant understands and agrees that, should this property be used for any purpose which is not exempt, Applicant assumes liability for and will pay applicable Sales and/or Use Tax thereon.

Customer Name \_\_\_\_\_ Date \_\_\_\_\_
Street Address \_\_\_\_\_ Signature \_\_\_\_\_
City and State \_\_\_\_\_ Tax Exempt No. \_\_\_\_\_
Title \_\_\_\_\_ Type of Business \_\_\_\_\_