



PIKE INDUSTRIES, INC.

Return Completed Application to: Pike Industries, Inc.
3 Eastgate Park Road
Belmont, NH 03220

Phone: 603.527.5100
Fax: 603.527.5101

APPLICATION FOR BUSINESS CREDIT

Date: _____ Pike Salesman's Name: _____

NOTE: This application for Business Credit is to be used in connection with commercial or business purposes only, and not for the purchase of personal, family, or household goods or services. For more information, see paragraph sixteen of the Terms and Conditions. We will not process applications that are incomplete or illegible.

Business Name _____

d/b/a or trade name _____ Fed.Tax ID No. _____

How long have you operated under this name? _____ Annual Sales Volume \$ _____

Nature of Business/Credit Request

- Contractor/Job Specific Aggregate Reseller Concrete Production Other

Mailing Address

Street / City / State / Zip

Physical Address

Street / City / State / Zip

Phone: _____

Fax: _____

Cell Phone: _____

Email : _____

Primary Contact Name: _____

Contractors License No.: _____

CHECK ONE:

- Individual
 Partnership
 Corporation
 L. L. C.
 Other (explain)

CREDIT LIMIT
REQUESTED

Explanation:

INDIVIDUALS, OWNERS, PARTNERS, MEMBERS, OR OFFICERS:

1. Name: _____ Title: _____ Soc. Sec. No.: ____/____/____

Home Address: _____

City _____ State _____ Zip _____

Work Phone: _____ Home Phone: _____ Cell: _____

2. Name: _____ Title: _____ Soc. Sec. No.: ____/____/____

Home Address: _____

City _____ State _____ Zip _____

Work Phone: _____ Home Phone: _____ Cell: _____

3. Name: _____ Title: _____ Soc. Sec. No.: ____/____/____

Home Address: _____

City _____ State _____ Zip _____

Work Phone: _____ Home Phone: _____ Cell: _____

Have you, any officer, or any owner, ever had an account with us before? YES NO

If so, when? _____ Under what name? _____

Have you, any officer, any owner, or any business in which you or they were majority or controlling equity owner filed personal or corporate bankruptcy within the past ten (10) years?

YES NO

If so, when? _____ Under what name? _____

Has the Applicant ever been in business under any other name? YES NO

Under what name? _____ If so, when? _____

| TRADE REFERENCES (3 supplier references required):

1. Name: _____ Address: _____

City _____ State _____ Zip _____

Fax _____ Phone _____

2. Name: _____ Address: _____

City _____ State _____ Zip _____

Fax _____ Phone _____

3. Name: _____ Address: _____

City _____ State _____ Zip _____

Fax _____ Phone _____

BANK REFERENCE :

Name: _____ Contact Person: _____

Phone: _____ Fax: _____

Checking Acct. No.: _____ Balance: \$ _____

Savings Acct. No.: _____ Balance: \$ _____

OTHER ASSETS:

List by address all real estate owned by the Applicant: (Street/City/State). Include attachment, if necessary.

1. _____ / _____ / _____
Street City State

2. _____ / _____ / _____
Street City State

TERMS AND CONDITIONS:

1. **Enforceability/Authorization for Credit Review** – Applicant is submitting this application for credit from Pike Industries, Inc. including companies it now owns or hereafter may come into ownership thereof (hereinafter collectively “COMPANY”). Applicant hereby authorizes COMPANY to obtain any and all information it deems necessary from any and all sources or references listed on this Application for Credit and from any credit bureau, creditors of Applicant, trade references, banks or other financial institutions. Applicant further authorizes each of such sources, references, credit bureaus, creditors, banks and financial institutions to supply COMPANY such information as COMPANY deems necessary to assist it in its consideration of this Application.

2. **Payment Terms** -- If this Application is accepted, Applicant agrees to pay in full the invoice price of all purchases now or hereafter made from COMPANY promptly when due according to the terms set forth on each invoice. If the total invoice price is not paid in full on or before the due date, Applicant agrees to pay interest on the unpaid delinquent balance. This interest will be calculated at the rate of one and one-half percent (1½%) per month (annual percentage rate 18%) or the maximum rate allowed by law, whichever is less. If Applicant should fail to fulfill any of its obligations under these terms and conditions (hereinafter also referenced as “Agreement”), or if COMPANY in good faith deems itself insecure because the prospect for payment is impaired or the prospect of performance of any provision of this Agreement is impaired, or if a default occurs for any other reason provided in this Agreement, then COMPANY, at its option and without notice, may declare the entire unpaid balance owed by Applicant under this Agreement to be immediately due and payable, or terminate the credit privileges of Applicant under this Agreement, or both. Applicant agrees to pay in full all costs and expenses incurred by COMPANY in collecting the amounts owed by Applicant under this Agreement, including any and all court costs and attorneys’ fees. Payments received will be applied against open items on unpaid invoices in an order and sequence determined by COMPANY in its sole discretion. *Checks returned unpaid by your bank are automatically deposited a second time in an effort to clear your payments before they are returned to COMPANY. Returned checks regardless of the reason, are subject to a service charge in an amount not to exceed applicable law.*

3. **Venue and Applicable Law** -- Applicant acknowledges that all billings, accounts receivable, and credit functions of COMPANY are processed either through (i) the division or branch office from which Applicant

makes purchases on credit pursuant to the credit granted hereunder; or (ii) any member of the COMPANY group of affiliated companies; or (iii) any other COMPANY related administrative entity. Therefore, to the extent, if any, of litigation between Applicant and COMPANY, the lawsuit or action, at the sole option of COMPANY, shall take place in the court located within any State having proper jurisdiction, and Applicant hereby waives its right to litigate in any other court. It is also agreed that the laws of the State in which the COMPANY branch granting credit hereunder is located shall govern the interpretation of this Agreement.

4. **Credit Discretion** -- Notwithstanding any term or condition herein to the contrary, this agreement shall not be construed as imposing any obligation on the part of COMPANY to furnish credit in any amount, and COMPANY in its sole and absolute discretion, may terminate or limit credit privileges of Applicant without prior notice to Applicant. The exercise of this discretion shall be in addition to any other right or remedy which COMPANY may have pursuant to this Application for Credit, or pursuant to applicable law.

5. **Default** -- The occurrence of any of the following events, in the opinion of COMPANY, shall constitute default under this Agreement: (a) Applicant fails to fulfill any obligation of this Agreement or to perform, or rectify the breach of any warranty or other undertaking by Applicant in this Agreement; (b) Applicant, or a guarantor of Applicant's indebtedness under this Agreement, dies, terminates existence, abandons its business, becomes insolvent, bankrupt, becomes subject to receivership, insolvency, or similar proceedings, or makes an assignment for the benefit of creditors; (c) Any information or other representations now or hereafter made or furnished to COMPANY by Applicant or at Applicant's request or instructions is, or is believed in good faith by COMPANY to be, inaccurate, incomplete, or false in any material respect; (d) Applicant violates or breaches any provision of this Agreement; (e) Any collateral which is security for Applicant's indebtedness under this Agreement is lost, suffers material damage or destruction, is levied upon, becomes subject to a receivership, or cannot be located within five days after COMPANY demands to inspect the same; (f) Any other event which causes COMPANY, in good faith, to deem itself insecure or to believe that the prospect of performance of any provision of this Agreement by Applicant is impaired.

6. **Problem Material** -- Applicant acknowledges that COMPANY accepts no responsibility for the installation or placement of any materials furnished by COMPANY, except to the extent, if any, that (i) those materials are installed by COMPANY personnel pursuant to a written subcontract or other written agreement and (ii) such subcontract or agreement expressly states otherwise. Any defect in project design or installation, and any misuse or failure to properly maintain any installation of COMPANY's materials voids any and all warranties (express or implied) by COMPANY, except warranty of title. All materials furnished by COMPANY must be inspected by Applicant, and any claimed defect or non-conformity must be communicated to COMPANY in writing within five (5) days after Applicant receives the materials which is claimed to be defective.

7. **Invoices** -- All payments for materials furnished by COMPANY shall be made upon the basis of materials delivered (or picked up) as shown by COMPANY's delivery ticket(s), whether signed by Applicant or not, and by COMPANY's delivery records. For materials purchased, Applicant will receive invoices from COMPANY showing amounts delivered and payments due. Failure on the part of Applicant to dispute in writing the accuracy within 20 days after its initial receipt constitutes agreement to the correctness of the invoice and acceptance of the materials covered by the invoice. Payment to COMPANY shall be due pursuant to invoice terms, and is not contingent upon Applicant's receipt of payment or approval from any third party.

8. **Sales and Use Tax** -- Applicant agrees that in the event COMPANY is to pay sales, transaction privilege, or use taxes to the taxing authority of any State or political subdivision thereof in connection with any sale of tangible personal property or other items or materials to Applicant, Applicant will, upon demand, reimburse, indemnify and hold harmless COMPANY for the amount of any such tax paid, and for the amount of all costs or attorneys' fees incurred by COMPANY in contesting or collecting such tax.

9. **Waiver** -- COMPANY may, at its option, permit Applicant to remedy any default under this Agreement without waiving the default so remedied or any other subsequent or prior default by Applicant, Applicant waives notice of default of this Agreement and waives presentment, demand, protest and notice of dishonor as to any instrument.

10. **Binding Agreement** -- This Agreement shall inure to the benefit of the successors and assigns of COMPANY, and shall be binding upon Applicant's heirs, legatees, devisees, personal representatives, successors and assigns.

11. **Corporate Authority and Liability** -- Applicant warrants and represents that it has authority to enter into this Agreement and that any person signing this Agreement has been duly authorized to execute this Agreement for and on behalf of Applicant. Applicant acknowledges that COMPANY is relying upon the creditworthiness and financial ability of the owner(s) and upon the business name of Applicant; therefore, the owner(s) of Applicant shall be liable to COMPANY for all indebtedness of Applicant then existing and thereafter incurred.

12. **Accuracy of Information** -- Applicant certifies that any and all information now or hereafter supplied to COMPANY by Applicant, or at Applicant's request or instruction, is both accurate and complete, and Applicant will, upon request, establish the accuracy and completeness of any such information. Applicant shall promptly notify COMPANY if Applicant should change its name or begin to do business under any other name. Applicant

shall promptly notify COMPANY if Applicant should incorporate or organize its business at any time subsequent to the date of this application.

13. **Provisions of Information** -- Applicant is required to provide COMPANY upon request information regarding bonding companies, general contractors, or owners for the purpose of filing preliminary notices, claims on payment bonds, or mechanics and materialmen's liens.

14. **Modification of Terms** -- This Agreement is a master agreement, such that, in the event of any inconsistency or conflict between this Agreement and the terms and conditions of any subsequent purchase order or other document, instrument, or agreement, this Agreement shall prevail, unless expressly agreed otherwise in a written instrument signed by a duly authorized officer of COMPANY. This Agreement may be modified or amended by COMPANY at any time upon thirty (30) days notice to Applicant in the invoices or otherwise.

15. **Credit Experience Reporting** -- Applicant hereby acknowledges COMPANY may report its credit experience with Applicant, including Applicant's payment history, account balances, and other information, to a credit reporting agency. The credit reporting agency will make this information, as well as information received by other creditors of Applicant, available to the public. COMPANY will use commercially reasonable efforts to ensure that its reporting, as it pertains to Applicant's credit experience, is accurate and complete. COMPANY will also work in good faith with Applicant to correct any incorrect information reported by COMPANY. Applicant acknowledges, affirms, and agrees that COMPANY will not be liable to Applicant for any type of damages, claims, costs, allegations, assertions, actions, liabilities, costs or expenses stemming from COMPANY's reporting of Applicant's credit experience to a credit reporting agency. Applicant's sole remedy in the event of incorrect information is to request that COMPANY work in good faith to submit corrected information to the applicable reporting agency.

16. **Business Purposes** -- You agree and represent and warrant at the time of each purchase, that this Account shall be used only for purchases for commercial or business purposes, and not for personal, family, or household purposes, and you understand that COMPANY is relying upon this representation in entering into this Agreement. In this connection, you understand that your agreement not to use this Account for personal, family or household purposes means that important duties imposed upon us, and important rights conferred upon a consumer, pursuant to certain federal or state laws, will not apply to this Account. You also understand that we will be unable to determine whether any given purchase conforms to this "Business Purposes" section of this Agreement. You agree that a breach by you of this "Business Purposes" section will not affect our right to enforce your promise to pay for the credit extended to you, including related charges, or to use any remedy legally available to us even if that remedy would not have been available had the Account been established as a consumer credit Account.

17. **Additional Provisions** -- (a) The rights and remedies of COMPANY stated in this Agreement are cumulative and are in addition to any other rights or remedies provided by law. This Agreement shall not be binding upon COMPANY or inure to the benefit of Applicant until written acceptance by COMPANY. In the event that Applicant requests the extension of credit through subcontract or other work to be furnished by COMPANY, any such agreement shall be in writing. In that event, that subcontract or other agreement shall be subject to the terms of this Credit Application, and in the event of conflict, the terms of this Credit Application shall govern over any inconsistent term. (b) Applicant agrees that COMPANY shall have the right to set off any amounts which may become payable by Applicant (or any of its affiliates if Applicant is a corporation, partnership, or limited liability company) to COMPANY arising, either directly or indirectly, from the granting of credit to, and the establishment of an account for, Applicant hereunder against any amounts which COMPANY may owe to Applicant whether arising from the credit granted hereunder or under any contract, subcontract, purchase order, or other agreements(s) between Applicant and COMPANY or COMPANY's parent and affiliate corporations. (c) Applicant acknowledges and agrees that in the event COMPANY terminates Applicant's credit account for whatever reason, COMPANY shall have the right, at its option, to terminate or suspend performance of any contracts, subcontracts, purchase orders, or other agreements to which Applicant (or any of its affiliates if Applicant is a corporation or limited liability company) and COMPANY are parties thereto without liability therefore. (d) Applicant acknowledges and agrees that any and all funds paid to Applicant for any work or materials supplied by COMPANY shall be held by Applicant in trust for the payment of Applicant's indebtedness to COMPANY. Neither Applicant, nor any person claiming under or through Applicant, shall have any legal or equitable interest or ownership rights of any nature in funds held in trust unless and until the purpose and intent of such trust is fully discharged. The holding of funds in trust shall be for the sole benefit and protection of COMPANY, and no third party shall have any rights in such funds as a beneficiary or otherwise. (e) Applicant acknowledges and agrees that COMPANY shall have the continuing right at any time to request and receive from Applicant (i) payment assurances of Applicant's outstanding account balance; and (ii) updated financial information for the credit privileges extended hereunder. (f) A facsimile or duplicate copy of this Application shall be considered an original of the document, and shall have the same force and effect as signed originals of the document.

UNDER NO CIRCUMSTANCES SHALL COMPANY BE RESPONSIBLE FOR ANY DEFECTS CAUSED BY IMPROPER USE, DESIGN, INSTALLATION, MAINTENANCE, OR OTHER INTERVENING CAUSES. TO THE EXTENT, IF ANY, THAT ANY WARRANTY IS DEEMED TO APPLY, NOTWITHSTANDING THIS PARAGRAPH, ANY FAILURE TO PAY COMPANY IN FULL WHEN DUE, SHALL VOID ANY AND ALL SUCH WARRANTIES, WHETHER EXPRESSED OR IMPLIED. IT IS AGREED THAT COMPANY SHALL NOT BE RESPONSIBLE

FOR ANY DAMAGES WHICH EXCEED THE INVOICE PRICE OF ANY MATERIALS WHICH ARE DETERMINED TO BE DEFECTIVE OR NON-CONFORMING.

Applicant hereby states that all the information provided herein is true and correct and Applicant has read and hereby agrees to the terms and conditions listed above on this Application for Credit.

Authorized Signature

Printed or Typed Name of Signer

Company Position Held by Signer

PERSONAL GUARANTY:

To induce COMPANY to extend credit or continue the extension of existing credit, the undersigned Guarantor(s) do hereby absolutely and unconditionally guarantee, jointly and severally, the prompt payment of any and all indebtedness of Applicant now existing or hereafter incurred, plus all interest, attorneys fees, and other collection costs arising therefrom, without requiring COMPANY to first proceed with collection proceedings against the Applicant, exhaust any security held from Applicant, or pursue any other remedy that COMPANY may have. The undersigned Guarantor(s) waive any notices regarding the governing credit agreement or this Guaranty. This Guaranty shall be a continuing and irrevocable guaranty until all amounts due hereunder have been fully paid and the Guarantor gives written notice of terminating this guaranty. Guarantor(s) agree(s) that if amounts owed by Applicant are not paid as agreed, COMPANY may report Guarantor(s) liability for and the status of the amounts due to credit bureaus and others who may lawfully receive such information.

Guarantor(s) authorize(s) COMPANY, without notice or demand and without affecting the liability of Guarantor(s) hereunder, from time to time to 1) renew, compromise, extend, accelerate or otherwise change the time for payment of, or otherwise change the terms of the indebtedness of Applicant or any part thereof, including increase or decrease of the rate of interest thereon, 2) take and hold security for the payment of this Guaranty or the indebtedness guaranteed, and exchange, enforce, waive, and release any such security, 3) apply such security and direct the order or manner of sale thereof as COMPANY, in its sole discretion, may determine, and 4) release or substitute any one or more of guarantors.

The undersigned does hereby waive 1) notice of any default, or non-payment, 2) any objection to any waivers of default or extension of credit thereafter or any claims that the COMPANY has not properly managed the credit given to the customer, 3) a right to jury trial, and 4) any defense to the enforcement of this guaranty. The undersigned does hereby consent to all renewals or extensions of credit until written notice of termination of this guaranty.

Guarantor(s) also understand(s) and agree(s) that your personal credit may be used in making credit decisions on the extension of credit to Applicant hereunder and consumer reports and other inquiries regarding your credit may be obtained from time to time by COMPANY or any assignee in connection with the extension of credit hereunder.

Guarantor Signature

Guarantor Signature

Printed or Typed Name of Guarantor

Printed or Typed Name of Guarantor

Address of Guarantor

Address of Guarantor

City, State, Zip Code

City, State, Zip Code