

CREDIT AGREEMENT

ALL INFORMATION GIVEN WILL BE HELD IN THE STRICTEST OF CONFIDENCE. FAILURE TO COMPLETE ALL SECTIONS MAY RESULT IN A DELAY IN APPROVING CREDIT TERMS. PLEASE PRINT OR TYPE. THANK YOU.

The below named applicant (the “**Applicant**”) hereby applies for a credit facility to purchase goods and/or services on credit terms from **Miller Paving Limited, Brennan Paving & Construction Ltd., Lavis Contracting Co. Limited, and The Murray Group Limited** (collectively, the “**Vendors**”).

Terms of Sale: If approved, Applicant may purchase goods and/or services from Vendors up to the fixed and/or floating and/or fluctuating credit line established by Vendors for Applicant. Unless otherwise specified in any contract for the purchase of goods and/or services, terms of sale are Net 30 days and overdue accounts will be subject to service charges / interest at the rate of 2% per month (26.8% per annum), payable at the same rate both before and after judgment until payment in full. The Vendors reserve the right to net accounts as between the Applicant and the Vendors. The Applicant agrees that the Vendors, in their sole discretion, may set off amounts owed to the Applicant by the Vendors against amounts owed by the Applicant to the Vendors. For the purposes of this paragraph, the term “Vendors” includes any or all of the Vendors identified above and their respective subsidiaries and affiliates, and the term “Applicant” includes the Applicant and all of its subsidiaries and affiliates.

APPLICANT INFORMATION

Legal Name of Applicant (Corporation Name):	Operating Business / Trade Name of Applicant:		
Address:	City:	Province:	Postal Code

In business since: _____	A/P Contact Name: _____
Telephone Number: _____	H.S.T. Number _____
Fax Number: _____	Are Purchase Order #'s required <input type="checkbox"/> YES <input type="checkbox"/> NO
Cell Number: _____	Electronic Invoice (No paper copy) <input type="checkbox"/> YES <input type="checkbox"/> NO
Email Address: _____	Electronic Funds Transfer (EFT) <input type="checkbox"/> YES <input type="checkbox"/> NO

NAME OF APPLICANT’S OFFICERS (IF INCORPORATED) OR OWNERS (IF SOLE PROPRIETORSHIP OR PARTNERSHIP)

Name/Title:	Home Address:	Own <input type="checkbox"/>	Rent <input type="checkbox"/>	S.I.N. (optional)	Home Telephone
Name/Title:	Home Address:	Own <input type="checkbox"/>	Rent <input type="checkbox"/>	S.I.N. (optional)	Home Telephone

TRADE SUPPLIERS / CREDIT REFERENCES: (Please do not include charge card companies, gas cards, or stationary store suppliers.)

NAME	PHONE NO.	FAX NO.	EMAIL
1.			
2.			
3.			

FINANCIAL INSTITUTION:

Name:	Address:	Telephone No.:
Bank account is in the Name of:	Account Number (must be provided):	Fax No. <u>OR</u> Email:

TERMS & CONDITIONS (CONTINUED ON REVERSE SIDE)

Applicant authorizes Vendors to make inquiries with Applicant’s bank and/or any other institution with which Applicant has had financial dealings, Applicant’s creditors, and any credit reporting agency, with respect to any matter concerning Applicant’s financial condition, reputation, credit history, and other matters which Vendors may deem necessary. Applicant hereby authorizes any such bank, institution, creditor and credit reporting agency to disclose any information to Vendors which Vendors may from time to time deem necessary

CREDIT AGREEMENT (REVERSE SIDE)

Applicant agrees that Vendors may obtain personal and/or credit information about Applicant from consumer reporting agencies prior to extending credit and at any time as long as Applicant remains indebted to Vendors. Applicant further acknowledges and agrees that Vendors may disclose personal credit information (if a sole proprietorship) or credit information concerning Applicant to consumer reporting agencies or other creditors of Applicant. NSF cheques will be subject to a \$40.00 service charge and may jeopardize Applicant's credit privileges. Applicant agrees to bear all costs incurred in collecting any unpaid amounts including, without limitation, collection agency fees, legal fees and court costs. If Applicant is a general contractor on a construction project, it will provide upon request (i) a true copy of its signed labour and material bond (if any), and (ii) the date upon which it has submitted to its customer any invoice for work which includes goods and/or services provided by Vendors.

Personal Information Protection and Electronic Documents Act (PIPEDA): If Applicant is an individual (including a sole proprietor or partner within a partnership), Applicant agrees that Vendors may create a file of personal information about Applicant in order to allow Vendors to determine whether to extend credit. Applicant further agrees that if credit is extended, Vendors may obtain further personal information about Applicant as long as Applicant is indebted to Vendors. Applicant understands and agrees that such file may contain officer, director, shareholder, investor, credit, employment and/or other personal information. Such information may be used for the initial and ongoing assessment of the file and for credit administration purposes. Only authorized employees of Vendors whose job functions involve the assessment of creditworthiness, monitoring, processing and payments, internal administration, debt enforcement and related matters will have access to the file. Applicant agrees that such personal information may be communicated by one member of Vendors' group of companies to another member of Vendors' group of companies and to third party agents to obtain and process the information as required. If Applicant wishes to see his or her file or make corrections to it, Applicant may do so by writing to the Corporate Credit Manager of Vendors at P.O. Box 4080, Markham, Ontario, L3R 9R8.

Applicant represents and warrants to Vendors that: (i) Applicant is not subject to any proceedings in bankruptcy nor has a proposal been made by or in respect of Applicant; (ii) the information given to Vendors in this credit agreement is true and correct; (iii) Applicant has had an opportunity to review this credit agreement before signing it and has received a copy of it. Applicant acknowledges that Vendors shall retain all rights of ownership and title to items purchased from Vendors (the "goods"). No ownership of or title to goods is transferred or assigned to the Applicant until the invoice(s) are paid in full to the satisfaction of Vendors. Applicant acknowledges a facsimile copy of this credit agreement will be considered as a true copy of this agreement and acknowledges that this agreement shall apply to any balances outstanding, if any, prior or subsequent to the date of this agreement. This credit agreement shall be construed and enforced in accordance with the laws of the Province in which Applicant is located, or, in the alternative, Ontario, and the laws of Canada applicable therein.

Indemnification: In consideration of Vendors granting a credit facility to Applicant pursuant to this credit agreement (the "Facility"), and for other good, valuable, and sufficient consideration received by me, I, the undersigned named "Indemnifier" (herein referred to as "I", "me", or "my"), agree to be responsible to Vendors for all of the Applicant's obligations under the Facility including, without limitation, payment for all goods past, present and future which Vendors may supply to Applicant pursuant to the Facility (collectively, the "Payments"), and I agree to indemnify and save Vendors harmless from any losses, costs or damages arising out of any failure by Applicant to make the Payments including, without limitation, all legal and other costs which Vendors may incur in enforcing the Payments against Applicant or me (collectively, the "Indemnity"). I acknowledge and agree that my liability under this Indemnity is absolute and unconditional and shall not be released, discharged, mitigated, impaired or affected in any way by reason of any: extensions of time or indulgences granted to Applicant; modifications to the Facility; waiver by, or failure of, Vendors to enforce the Facility including, without limitation, the Payments; additional security accepted by Vendors from Applicant regarding the Facility; release or discharge of Applicant by Vendors whether as a result of any receivership, bankruptcy, winding-up, or other creditor's proceedings, or by operation of law or otherwise; assignment of the Facility by Vendors; or lack of notice to me of any of the foregoing. I acknowledge and agree that, despite the grant of the Facility by Vendors to Applicant, I am primarily responsible for the Payments, and if Applicant fails to make any of the Payments to Vendors as and when due, Vendors will not be required to proceed against Applicant first, or enforce any security obtained from Applicant, or exhaust any other remedies, before holding me responsible for any of the Payments due. I agree to postpone any charge, claim, or other encumbrance which I may have against Applicant so that the Vendors will be able to recover any of the Payments in full before any such charge, claim, or other encumbrance due or owing to me is paid and/or satisfied. I acknowledge and agree that this Indemnity constitutes a material inducement to Vendors to grant the Facility to Applicant, and that Vendors would not grant the Facility to Applicant in the absence of this Indemnity from me. I acknowledge and agree that this Indemnity is binding upon me and my heirs, estate trustees, and estate, immediately upon Vendors' granting the Facility to Applicant, and that this Indemnity may be enforced by Vendors or by Vendors' successors and assigns.

I, the undersigned, have read and fully understand and accept the conditions of this credit agreement including, without limitation, the Indemnity, and in witness whereof, I have duly executed this credit agreement on and as of the date set out below:

Dated at _____ (town \ city)

COMPANY / APPLICANT:

this ____ day of _____, 20 ____

Legal Name of Applicant (Corporation Name) – *as on front side*

Signature of Indemnifier

Operating Business/ Trade Name of Applicant – *as on front side*

(Print Name)

Signature of Signing Officer

(Print Name)

(Title)

EMAIL OR FAX COMPLETED DOCUMENT TO: creditservices@millergroup.ca or fax: 905-475-3852