

**TRI CITY MATERIALS**  
**A Division of Miller Paving Limited**  
**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 Tri City Materials and / or its parents, divisions, subsidiaries, associated & affiliated companies (the “**Vendor**”).

**Terms of Sale:** If approved, Applicant may purchase goods and/or services from Vendor up to the fixed and/or floating and/or fluctuating credit line established by Vendor 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 Vendor reserves the right to net accounts as between the Applicant and the Vendor. The Applicant agrees that the Vendor, in its sole discretion, may set off amounts owed to the Applicant by the Vendor against amounts owed by the Applicant under this Credit Agreement. For the purposes of this paragraph, “Vendor” includes all subsidiaries and affiliates of the Vendor. “Applicant” includes all subsidiaries and affiliates of the Applicant.

**APPLICANT INFORMATION**

Legal Name of Applicant (e.g., Company Name):	Operating Business / Trade Name of Applicant (Company Name):		
Address:	City:	Province:	Postal Code

In business since: _____	A/P Contact Name: _____
Telephone Number: _____	H.S.T. Number _____
Fax Number: _____	
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:	<i>Home Address:</i>	Own <input type="checkbox"/>	Rent <input type="checkbox"/>	S.I.N. (optional)	Home Telephone
Name/Title:	<i>Home Address:</i>	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 Vendor to make inquiries with Applicant’s bank, and/or any other institution with which it has had financial dealings, its creditors or any credit reporting agency, with respect to any matter concerning its financial condition, reputation, credit history or other matters which Vendor may deem necessary. Applicant hereby authorizes any such bank, institution, creditor or credit reporting agency to disclose any information to Vendor which Vendor may from time to time deem necessary.

**TRI CITY MATERIALS, A Division of Miller Paving Limited**  
**CREDIT AGREEMENT (REVERSE SIDE)**

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

Applicant agrees that Vendor 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 Vendor. Applicant further acknowledges and agrees that Vendor 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.

*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 Vendor may create a file of personal information about Applicant in order to allow Vendor to determine whether to extend credit. Applicant further agrees that if credit is extended, Vendor may obtain further personal information about Applicant as long as Applicant is indebted to Vendor. 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 Vendor whose job functions involve the assessment of credit-worthiness, 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 Vendor's group of companies to another member of Vendor's 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 Vendor located at P.O. Box 4080, Markham, Ontario, L3R 9R8.

Applicant represents and warrants to Vendor 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 Vendor 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 Vendor shall retain all rights to ownership and title to purchases (the "goods"). No ownership or title to goods is transferred or assigned to the Applicant until the invoice(s) are paid in full to the satisfaction of Vendor. Applicant acknowledges a facsimile copy of this credit agreement will be considered as a true copy of this agreement and acknowledges this agreement shall be binding on any balances outstanding past, present, future, if any, prior 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 Vendor 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 Vendor for all of the Applicant's obligations under the Facility including, without limitation, payment for all goods past, present and future which Vendor may supply to Applicant pursuant to the Facility (collectively, the "Payments"), and I agree to indemnify and save Vendor 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 Vendor 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, Vendor to enforce the Facility including, without limitation, the Payments; additional security accepted by Vendor from Applicant regarding the Facility; release or discharge of Applicant by Vendor 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 Vendor; or lack of notice to me of any of the foregoing. I acknowledge and agree that, despite the grant of the Facility by Vendor to Applicant, I am primarily responsible for the Payments, and if Applicant fails to make any of the Payments to Vendor as and when due, Vendor 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 Vendor 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 Vendor to grant the Facility to Applicant, and that Vendor 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, executors, and estate, immediately upon Vendor granting the Facility to Applicant, and that this Indemnity may be enforced by Vendor or by Vendor's 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) this ____ day of _____, 20 ____	COMPANY / APPLICANT NAME: _____ (Legal Name and/or Trade Name – <i>as per front side</i> )
_____ (Signature Indemnifier & of/on behalf of Applicant) _____ (Title / Print Name)	_____ (Signature Indemnifier & of/on behalf of Applicant) _____ (Title / Print Name)

PLEASE EMAIL OR FAX COMPLETED DOCUMENT TO: [rickpearce@tricityreadymix.com](mailto:rickpearce@tricityreadymix.com) or fax: 519-893-2700