

Healy Asphalt Company, LLC

3401 S. Busse Road
Mt. Prospect, IL 60056
Ph. 847-437-0700 Fax: 847-437-0779

Application for Credit

Customer Name and Address: _____

No. of years at address: _____ Office Number: _____ Cell Number: _____

Ownership: Corporate _____ Partnership _____ Individual _____ Date of Incorporation _____

Principals:

Name Address Phone

Name Address Phone

Bank

Reference:

Name Address Phone

Asphalt or Trade

Reference:

Name Address Phone

Asphalt or Trade

Reference:

Name Address Phone

Asphalt or Trade

Reference:

Name Address Phone

Terms and Conditions of Credit

In consideration of buying asphalt materials on open account from Healy Asphalt Company, LLC ("Healy"), Customer agrees to pay for all monthly purchases before the end of the month following receipt of Healy's invoice with interest accruing on over due balances at the rate of 1.5% per month. Customer agrees that any dispute between Healy and Customer shall be submitted to binding arbitration under the jurisdiction of the American Arbitration Association, Construction Industry Rules or ADR Systems of America, LLC (only one arbiter), in the exclusive discretion of Healy. The exclusive venue for all arbitration proceedings shall be at the office of Healy, 3401 S. Busse Road, Mount Prospect, Illinois. Customer agrees to pay all costs incurred by Healy to collect overdue balances from Customer, including arbitration, expert witness, and reasonable attorney's fees. Customer agrees to provide its purchaser with a sworn Contractor's Statement listing Healy as the supplier of asphalt and listing the value of the asphalt materials. Customer shall provide Healy, upon request, with the address and location of the job where the asphalt is being delivered and the name of the party purchasing said asphalt materials.

By _____
Signature Date Print Name and Title

Healy Asphalt Company LLC and Arrow Road Construction Company Personal Guarantee

In consideration of Healy permitting Customer to purchase asphalt materials on an open account basis, the undersigned personally guarantees and assumes all liability and responsibility for the payment of all Healy invoices sent to Customer, pursuant to the terms of this Application. The undersigned further agrees to be bound by all of the terms listed above to the same extent that Customer is bound thereby. In further consideration of the credit being extended to Customer, the undersigned also personally guarantees and assumes all liability and responsibility for payment of all Customer obligations on any future contract Customer enters into with Healy or Arrow and agrees to be bound by all terms of such future contracts to the same extent that Customer is bound thereby. If any provision of this personal guarantee is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this personal guarantee shall remain operative and binding on Customer.

By _____
Guarantor Signature Print guarantor name

_____ Date Guarantor home address and cell number