

## **CREDIT AGREEMENT**

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_  
(Street) (City) (State) (Zip)

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_ EMAIL: \_\_\_\_\_

Contact Person: \_\_\_\_\_  
(Name) (Title) Telephone (if different from above)

Type of Business: Sole Proprietorship Partnership Limited Liability Company Corporation

Other: \_\_\_\_\_ Years in Business: \_\_\_\_\_ Estimated Total Monthly Purchases: \$ \_\_\_\_\_

### Principals (i.e., Owners, Partners, Managers or Corporate Officers):

(1) \_\_\_\_\_  
(Name) (Title) (Home Address)

(2) \_\_\_\_\_  
(Name) (Title) (Home Address)

### Bank References:

Bank Name: \_\_\_\_\_ Account No.: \_\_\_\_\_

Branch Address: \_\_\_\_\_  
(Street) (City) (State) (Zip)

### Trade References (i.e., Contractors, Major Suppliers and/or Vendors):

(1) \_\_\_\_\_  
(Name) (Address) (Telephone)

(2) \_\_\_\_\_  
(Name) (Address) (Telephone)

## **Applicant Acknowledgment**

In consideration of Christian County Limestone Company, L.L.C. d/b/a Pana Limestone Quarry Company ("Pana Limestone") selling to the above-named Applicant and Applicant's agent(s) or employees, the undersigned confirms and agrees to the following terms and conditions of the purchase(s): (1) The undersigned is authorized to sign this Credit Agreement on behalf of the above-named Applicant and the information provided herein (including on this page and on the reverse page) is complete and accurate. Pana Limestone may contact the bank and trade references provided herein by Applicant at any time, and may obtain credit and financial information concerning Applicant's business at any time and from all available sources; (2) The personal guaranty below is a material inducement to Pana Limestone agreeing to furnish credit to Applicant; (3) Payment for goods and/or services is due as stated in the terms of the monthly invoices submitted to applicant by Pana Limestone for such goods and/or services, in which case the terms of said invoices shall control. In the event the account becomes past due, a charge of 1.5% per month (which amounts to an annual percentage rate of 18%) shall be due and payable on all past due amounts. If the account is tendered to a collection agency and/or attorney for collection, Applicant agrees to pay all collection costs, including attorneys' fees and court costs, in addition to all other sums due; (4) This Credit Agreement shall be governed

by the laws of the State of Illinois and Applicant voluntarily and freely submits to jurisdiction in Sangamon County, Illinois, if any dispute arises out of the course of business between Applicant and Pana Limestone. Applicant waives any right to trial by jury in any civil action arising out of, or based upon, this Credit Agreement; and (5) This is a continuing agreement between Applicant and Pana Limestone and will remain in full force and effect until revoked in writing by Applicant and received and accepted by Pana Limestone at its Springfield, Illinois office; provided, however, that Pana Limestone reserves the right to revoke this Credit Agreement at any time and for any reason.

Name (Print or Type)	Title	Signature	Date
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**Personal Guaranty**

In consideration of credit being extended by Christian County Limestone Company, L.L.C. d/b/a Pana Limestone Quarry Company (“Pana Limestone”) to the above-named Applicant for goods and/or services to be furnished by Pana Limestone, whether Applicant is an individual, a sole proprietorship, a partnership, a limited liability company, a corporation or other entity, the undersigned guarantor(s) (individually and collectively, “Guarantor”): (1) agrees to be jointly, severally, and individually liable for the faithful payment, when due, of all accounts of Applicant for all purchases heretofore or hereafter made by Applicant from Pana Limestone, and of all amounts, late charges and collection costs, including attorneys’ fees and court costs, due from Applicant pursuant to the Credit Agreement in addition to all other sums due; (2) grants Pana Limestone the right to obtain credit and financial information concerning Guarantor at any time and from all available sources; (3) waives all notice of acceptance of this Guaranty, notice of extension of credit to Applicant, presentment, and demand for payment on Applicant, protest and notice to Guarantor of dishonor or default by Applicant or with respect to any security held by extension of time of payment to Applicant, acceptance of partial payment or partial compromise, all other notices to which Guarantor might otherwise be entitled and demand for payment under this Guaranty; (4) waives any right to trial by jury in any civil action arising out of, or based upon, the Credit Agreement or this Guaranty; (5) agrees that the Credit Agreement and this Guaranty shall be governed by the laws of the State of Illinois and Guarantor voluntarily and freely submits to jurisdiction in Sangamon County, Illinois, if any dispute arises out of the course of business between Applicant, Guarantor and Pana Limestone; and (6) agrees that this is a continuing guaranty and will remain in full force and effect until revoked in writing by Guarantor and received and accepted by Pana Limestone at its Springfield, Illinois office.

Name (Print or Type)	Address	Signature	Date
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Name (Print or Type)	Address	Signature	Date
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Name (Print or Type)	Address	Signature	Date
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The above-named Applicant and Guarantor(s) agree this Credit Agreement and Personal Guaranty may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, and all of which together shall constitute one document. In proving either, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought. The parties may execute, deliver and store this Credit Agreement and Personal Guaranty electronically by facsimile, scanned Portable Document Format (“PDF”), DocuSign or other electronically transmitted signature, and such electronic document, including the signatures thereon, shall be treated in all respects as an original instrument bearing an original signature.