

• AVR, Inc. • Empire Rock, LLC

952 432-7132

Fischer Mining, LLC

Minnesota State Curb & Gutter

CREDIT APPLICATION

FAX COMPLETED APPLICATION TO: John Dietz, Credit Mgr. 763 441-2827



| Company Name: | | | | Phone: | | |
|------------------|--------|------------|----|-------------|-------------|--|
| Address: | | | | Fax: | | |
| City: | State: | Zip: | | Cell: | | |
| Owner's Name: | | | | E-Mail: | | |
| Owner's SSN: | | Individual | ٦F | Partnership | Corporation | |
| Bank Reference: | | | | Account #: | | |
| Contact Person: | | | | Phone: | | |
| Trade Reference: | | Phone: | | F | ax: | |
| Trade Reference: | | Phone: | | F | ax: | |
| Trade Reference: | | Phone: | | F | ax: | |

CREDIT TERMS:

Discount if paid by tenth of month following shipment, Net 30. Finance charges of 1½% per month will be added for account over 30 days. All time periods commence as of and pertain to each respective date of delivery. The company designated herein agrees to pay all principal, interest, finance charges (as set forth herein), costs, expenses and attorney's fees related to collection, or attempts at collection, of all amounts owing to AVR, Inc. and its affiliates. You are authorized to contact all parties named for all credit and collection purposes.

It is anticipated that this will be an ongoing relationship, and therefore, at any time you may have multiple separate invoices/accounts outstanding with AVR, Inc. and its affiliates. If any payment made on an invoice is made without specific written reference to property address, invoice number, or job title adequate to identify the proper account, the payment will be applied to the oldest outstanding invoice balance.

| By: | Company: | Date: | |
|--------|----------|-------|--|
| Title: | | | |

I (we) the undersigned personally and unqualifiedly quarantee to pay all amounts owing by the above company to AVR, Inc. and its affiliates, as set forth above, without claim, setoff or counterclaim.

Date:

Signature:

If the undersigned is a sole properietor, or a partner in a partnership, or if the Applicant is a corporation or other business entity and the undersigned is personally guaranteeing the account, the undersigned, individually and as a consumer, hereby consents to the use by the Creditor of a Consumer Credit Report, as defined in the Fair Credit Reporting Act, for a commercial purpose. This consent is intended to comply with the requirements of section 604(a)(2) of the Fair Credit Reporting Act.

| Signature: | | | Date: | | | | |
|-------------------------|----------|--------|--------------------|-------------|-----|--|--|
| | | | FOR OFFICE USE ONL | Y | | | |
| #1 Trade Contact | | | | Sold Since: | | | |
| High Cred | it | Terms: | Payment Pattern: | | | | |
| #2 Trade (| Contact | | | Sold Since: | | | |
| High Credit | | Terms: | Payment Pattern: | | | | |
| #3 Trade Contact | | | Sold Since: | | | | |
| High Credit Terms | | | Payment Pattern: | | | | |
| [| Approved | Denied | Date Opened: | | | | |
| Comments/Special Terms: | | IS: | | | | | |
| Acct #: | AVR | ER | FM | MSC | AME | | |