## JP Investment Ventures, LLC Application for Credit

Furnishing incorrect information on this Credit Application shall be grounds for denying or revoking all credit privileges. Date\_\_\_\_\_ Telephone\_\_\_\_\_ Fax No Name Physical Address Mailing Address\_\_\_\_\_ Parent Company Name and Address \_\_\_\_\_ FOR BUSINESS AACCOUNTS ONLY (PROVIDE THE FOLLOWING) Business is \_\_\_\_\_LLC\_\_\_\_Partnership\_\_\_\_\_Corporation Corporate Officers Name Address City, State, Zip Social Security# FOR INDIVIDUALS DOING BUSINESS AS A SOLE PROPRIETORSHIP, DBA, ETC, ACCOUNTS ONLY (PROVIDE THE FOLLOWING) Name Drivers License# City, State, Zip Social Security# Applicant. Spouse Employment Information (past two years for applicant only) Name Address City, State, Zip Phone# Length of time at job Nature of Business\_\_\_\_\_\_\_Year Bus. Established\_\_\_\_\_\_State Contractors Lic No \_\_\_\_ Resale Tax No\_\_\_\_\_\_ Fed Tax Id Number\_\_\_\_\_ PO's Required? YES or NO Credit Limit Requested: Is there now or have there been any judgments, bankruptcies, garnishments, or other legal proceedings against you? YES or NO? (If yes, attach explanation) **Bank References**  
 Name\_\_\_\_\_\_
 Address\_\_\_\_\_\_
 Phone\_\_\_\_\_\_
Name\_\_\_\_ Address List TRADE REFERENCE Name City, State, Zip Phone No Fax No Account No Individuals Authorized to Purchase 2. 3. 4.

Sign Back of this Application. Credit will not be extended until Application is Approved by our Credit Department

## SECURITY AGREEMENT AND FINANCING STATEMENT

Name of Applicant/Debtor (as set forth in the Application for Credit)

Name of Secured Party: JP Investment Ventures, LLC Address of Secured: 4102 South 1440 East Circle St. George, UT 84790

This Security Agreement is intended by the parties to be sufficient for all purposes as a Financing Statement. A photocopy of this document, in lieu of the original, may be filed by the Secured Party to perfect security interest granted herein.

Terms and Conditions: Applicant warrants that all information provided in the Application for Credit, as set forth on the reverse and side hereof, is true and correct and submits the Application for Credit for the purpose of obtaining and extensions of credit from JP Investment Ventures, LLC. Applicant further acknowledges that Secured Party will rely on the information in its determination to extend credit to Applicant. Applicant warrants that the purchases made under this agreement are not consumer transactions and that at the time of making this Application is financially solvent. Payment on all advances under this agreement will be due at St. George, Utah on or before 30 days after the initial invoice is billed. Past due amounts are subject to, and the Applicant agrees to pay a finance charge of two percent (2%) per month (APR 24%) from the billing date. All returns goods are subject to a restocking charge. JP Investment Ventures may increase or decrease the applicant's credit limit without notice.

In the event of any legal action or the institution of collection action without suit as a result of Applicant's breach of this Agreement, Applicant agrees to pay, in addition to damages, all costs resulting from the breach and reasonable attorney's fees. Jurisdiction and venue shall be in the court of choice of JP Investment Ventures, LLC in and for the Fifth District Court in and for Washington County, State of Utah.

This Security Agreement covers the following types (or items) of property: In consideration for the extension of credit, Debtor herby grants a continuing security interest in and assigns to JP Investment Ventures, LLC the following collateral to secure payment and performances of all debts, liabilities, and obligations of Debtor of any kind whenever and however incurred to JP Investment Ventures, LLC. To secure payment for all purchases from JP Investment Ventures, LLC now and in the future, Debtor hereby grants JP Investment Ventures, LLC a continuing security interest in all of Debtor's presently owned or hereafter acquired goods, instruments, promissory notes, chattel paper including electrical chattel paper and tangible chattel paper, documents, accounts, accounts receivable, equipment, commercial tort claims, general intangibles, payment intangibles, and software together with all proceeds and all support obligations thereof. JP Investment Ventures, LLC security interest is explicitly limited to outstanding obligations between JP Investment Ventures, LLC and debtor.

This agreement constitutes the entire agreement of the parties. No waiver of modification hereof shall be valid unless made in writing and executed by the Applicant and JP Investment Ventures, LLC. Applicant expressly authorizes JP Investment Ventures, LLC to file Financing Statements and Continuation Statements as provided by the law. This agreement shall be binding up on the heirs, executors, administrators, successors, and assigns of the parties. Applicant hereby authorizes JP Investment Ventures, LLC to contact he individuals and entities named in the Application for Credit and Credit Reporting Agencies and Applicant authorizes the individuals, entities, and Credit Reporting Agencies to release credit reports and information to JP Investment Ventures, LLC.

The undersigned represents that he/she is authorized to execute this Agreement on behalf of the Applicant set forth above.

By:\_\_\_\_ (Debtor) Title: Print Name: **PERSONAL GUARANTEE** For and in consideration of JP Investment Ventures, LLC extending or continuing to extend credit to (Name as set forth in the Application for Credit) \_\_\_\_\_ (Hereinafter referred to as "Principal Debtor") the undersigned jointly and severally do hereby guarantee payment of any and all indebtedness of every kind and nature to Principal Debtor to JP Investment Ventures, whether said indebtedness has already been incurred or whether hereinafter incurred, within ten (10) days after receipt of written demand therefore. This guarantee is a continuing guarantee. Guarantor consents to and agrees that this guarantee shall not be affected by or discharged by payment of any indebtedness for which Principal Debtor may currently be obligated to JP Investment Ventures, LLC. Guarantor expressly waives notice of acceptance of this guarantee, presentment and notice of demand for payment, notice of nonpayment, notice of default, protest of an extensions of time for payment and all other notices to which Guarantor might otherwise be entitled in connection with this Guarantee. The obligations under this guarantee shall not be discharged, affected, released, modified, reduced, or impaired by any renewal, extension, indulgence, or compromise given by JP Investment Ventures, LLC to the Principal Debtor, or by any action permitted JP Investment Ventures, LLC by written agreement with the Principal Debtor, or by other act or failure to act by JP Investment Ventures, LLC. JP Investment Ventures shall not be required to seek recovery of any collateral given as security by the Principal Debtor and may look directly to Guarantor for payment. This Guarantee may be revoked only prospectively by written notice to JP Investment Ventures sent certified mail return receipt requested. This Guarantee is entered into and is to be performed in Washington County, Utah. Dated this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2010. Guarantor:\_\_