

Baker

Distributing Company

Credit Agreement

Credit Department, 14610 Breakers Drive, Suite 100, Jacksonville, FL 32258
(Please print and fill out completely and fax to the Credit Dept. @ (904) 407-4508)

Service Center # 712 P.O. Required Yes (Y/N)

Salesman Requested _____ Salesman # _____ Date _____

Business Name: Hidalgo County Facilities mgmt County Hidalgo

Street Address: 3100 South Bus 281 City Edinburg ST TX ZIP 78535

Mailing Address: P.O. Box 1356 City Edinburg ST TX ZIP 78539

Business Operates As: Corporation _____ Partnership _____ Sole Proprietorship _____ Date Estab. _____

Business Telephone: 956 289-7850

Fax 956 318-2648

URL: http:// _____

Email: Alma.Hidalgo@Co.Hidalgo.TX.US

Send Invoices and statements by: Email _____ Mail Fax _____

Name and Address of President or Principal Owner(s):

Name: _____ Title _____ SS# _____ D/O/B _____

Home Address: _____

City/St./Zip _____ Home Phone () _____

Email: _____ Alternate Phone Number () _____

Name: _____ Title _____ SS# _____ D/O/B _____

Home Address: _____ Home Phone () _____

Email: _____ Alternate Phone Number () _____

Have you ever had business dealings with Baker Distributing Company before? NO (Y/N)

If so, when and where? _____

Financial Information: (Note: Please attach a copy of your current financial statement, if available).

(Certificate of Resale must be attached or sales tax must be charged). Will you pay sales tax? _____

Credit Experience:

Name, address and telephone numbers of three (3) references:

Name	Address	Account #	Telephone No.
Shenwin Williams	2223 Hwy 281 Edinburg, TX		956-383-3101
GRAINSEK	921 E. Pecan McAllen TX		956-682-6321
Rio Grande Plumbers	1010 E. Pecan McAllen, TX		956-686-9557

Bank References:

Name of Bank _____ Checking Account # _____
Address: _____ Savings Account # _____
City: _____ ST _____ Zip _____
Name of person with whom you deal _____ Phone No. _____
Credit Line Requested \$ _____

SALES AGREEMENT

The undersigned in consideration for terms of sale herein and for the extension of credit by Baker Distributing Company, LLC hereby agrees that the terms of sale are Net 10th Prox. Payment for materials purchased during the month becomes due on the 10th of the following month, and becomes delinquent on the last day of the month following purchase. A service charge of 1-1/2 % per month (18% per annum) will be added on any past due balance. In the event of default in payment and if the same is placed in the hands of an attorney for collection, the undersigned agrees to pay all costs of collection, including a reasonable attorney's fee, whether or not suit is brought and including fees incurred in any appeals or bankruptcy proceedings. The undersigned does hereby certify that the information contained above is true and correct and further agrees that any changes in ownership or officers or form that the business operates shall be made known to Baker Distributing Company, LLC. This notice shall be in writing and mailed to Baker Distributing Company, LLC 14610 Breakers Drive, Suite 100, Jacksonville, FL 32258 by Certified US Mail.

The applicant hereby grants permission to Baker Distributing Company to obtain from any sources any information related to its credit standings.

FOR OFFICE USE ONLY

Customer will purchase:

- Heating and/or A/C Equipment
- Heating and/or A/C Parts and Supplies
- Refrigeration Equipment
- Refrigeration Parts and Supplies

SIGNED _____
SIGNED _____
SIGNED _____

\$ _____ Recommended Credit Limit
Store No. _____ Mgr. _____

PERSONAL GUARANTY

To: **Baker Distributing Company**

Please sell and deliver to

Hidalgo County Facilities Mgmt or Edinburg, TX (Hidalgo)
Purchaser (Name and Company) (City, County, State)

Or representatives, on your usual credit terms of sale, Net 10th Prox. Such goods, wares, and merchandise as They or their representatives may order or select, and in consideration thereof I/We hereby fully Guarantee and hold myself/ourselves personally responsible for the payment at maturity of the purchase price of all such goods, wares, and merchandise so sold or delivered, whether evidenced by open account, acceptance Hereof, amounts of sales, dates of shipments or deliveries, notice of default in payment and legal proceedings against the purchaser.

This is intended to be, and shall be construed to be, a continuing Guaranty applying to all sales made by you to the aforesaid, and shall not be revoked by the death of Guarantor(s) but shall remain in full force and effect until I/We or my/our Executors or Administrators shall have given notice in writing to make no further advances on the security of this Guaranty, and until such notice shall have been received by you.

It is understood and agreed that there is no limit to my/our liability under this Guaranty.

Now, should it become necessary to place this Guaranty with an attorney for collection, suit, or other legal action, the undersigned agrees to pay all costs of collection, including a reasonable attorney's fee, whether or not suit be brought and including fees incurred in any appeals or bankruptcy proceedings.

I/We further agree that regardless of place of payment by Principal(s), all suits at law or in equity against Guarantor(s) shall be instituted and maintained in any court of competent jurisdiction.

Execution of this agreement authorizes Baker Distributing Company to conduct a credit investigation for the basis of establishing credit.

WITNESS: my/our hand(s) and seal(s) this _____ day of _____ Year _____

Witness

Guarantor(s) Signature without Title

Please check one classification that best describes your company:

<u>Account Code</u>	<u>Description</u>
<input type="checkbox"/> AC — HVAC Contractor	AOR, Service & Install
<input type="checkbox"/> AR — Refrigeration/AC Service Contractors HVAC Wholesaler	HVAC contractor that also services commercial refrigeration
<input type="checkbox"/> CP — HVAC Wholesaler	Wholesale competitor
<input type="checkbox"/> CR — Commercial Refrigeration	Supermarket and/or Contractor that does supermarket construction, remodels, and maintenance (CRD)
<input type="checkbox"/> FS — Food Service Dealer	Food Service Dealer
<input type="checkbox"/> GF — Government - Federal	Military, Federal buildings, Gov't organizations, GSA
<input checked="" type="checkbox"/> GL — Government - State and Local	State and/or Local Municipality
<input type="checkbox"/> HM — Hotel/Motel/Casinos	In-house maintenance
<input type="checkbox"/> HP — Hospital/Nursing Home	In-house maintenance
<input type="checkbox"/> HW — Home Warranty	Company that sells home warranties
<input type="checkbox"/> IN — Industrial	Plant and/or Service company that does industrial and/or plant maintenance
<input type="checkbox"/> IS — Institution	School Board, College, University and/or other private institution
<input type="checkbox"/> MC — Mechanical/Commercial	Large contractor that does commercial jobs - HVAC, plumbing, electrical
<input type="checkbox"/> PL — HVAC Contractor	Main business is plumbing
<input type="checkbox"/> RF — Refrigeration/Food Service Contractor	Refrigeration contractor that performs service and installs refrigeration and food service equipment
<input type="checkbox"/> RM — Real Estate/Property Management	Apartments, multi-family, company that performs service for property management companies
<input type="checkbox"/> TP — Theme Parks	Theme Park and/or Resort

TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm or agency <u>Hidalgo County</u> Tax ID: <u>74-6000717</u>	
Address (Street & number, P.O. Box or Route number) <u>PO Box 1356</u>	Phone (Area code and number) <u>956-289-7850</u>
City, State, ZIP code <u>Edinburg TEXAS 78537</u>	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: Baker Distributing Company

Street address: 14610 Breakers Drive, suite 100 City, State, ZIP code: Jacksonville, FL 32258

Description of items to be purchased or on the attached order or invoice:
Goods, wares, & merchandise in value Commercial HVAC

Purchaser claims this exemption for the following reason:
Government

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here	Purchaser <u>[Signature]</u>	Title <u>Building Manager</u>	Date <u>9/14/12</u>
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NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.
THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.
Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.