



**Commercial Credit Application and Security Agreement
with Gemaire Distributors LLC, Air Systems Distributors LLC,
and/or Affiliated Companies**



Please complete this application for credit ("AGREEMENT") to establish an account ("ACCOUNT") with Gemaire Distributors LLC and/or Air Systems Distributors LLC ("CREDITOR"). This AGREEMENT will also apply to any of the CREDITOR'S successors in interest, affiliated companies, subsidiaries, and/or assigns with whom you may do business now and/or in the future. The "Open Credit Account and Security Agreement", and, unless otherwise approved by the CREDITOR, the "Personal Guaranty" must be executed before this AGREEMENT can be reviewed promptly. Any areas intentionally left blank should be completed with an "N/A", or "NONE", etc. CREDITOR will rely on the information provided to determine the type and payment terms of the ACCOUNT to be provided. Please PRINT all of the information where requested.

Business' Legal or Incorporated Name: _____

DBA, Fictitious, or Trade Name(s) used (if applicable): _____

Street Address: _____

Bill To: _____

City: _____ County: _____ State: _____ Zip code: _____

Phone#: _____ Fax#: _____ Federal ID #: _____

Business Type: Corporation Partnership Limited Liability Company
 Sole Proprietorship Other _____

NOTE: ALL PURCHASES ARE SUBJECT TO SALES/USE TAX. IF YOUR BUSINESS IS SALES TAX EXEMPT, A COPY OF YOUR TAX/USE EXEMPTION CERTIFICATE MUST BE ATTACHED TO THIS APPLICATION.

A. FOR THE PRINCIPALS LISTED WITH THE SECRETARY OF STATE, OR FOR ALL THE PRINCIPALS OF YOUR BUSINESS, PROVIDE THE INFORMATION REQUESTED BELOW ON THESE INDIVIDUALS. IF NEEDED, PLEASE ADD ANY ADDITIONAL INFORMATION ON YOUR COMPANY'S LETTERHEAD.

1. Name: _____ SSN: _____

Home Address: _____ Driver's License#: _____

City: _____ State: _____ Zip code: _____ Phone: _____

Title: _____ Mobile Phone: _____

2. Name: _____ SSN: _____

Home Address: _____ Driver's License#: _____

City: _____ State: _____ Zip code: _____ Phone: _____

Title: _____ Mobile Phone: _____

3. Name: _____ SSN: _____

Home Address: _____ Driver's License#: _____

City: _____ State: _____ Zip code: _____ Phone: _____

Title: _____ Mobile Phone: _____

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B. BANK REFERENCE

Name of Bank: _____ Checking Account #: _____
Address: _____ Savings Account #: _____
City: _____ State: _____ Zip code: _____ Phone: _____
Bank Officer: _____

C. COMMERCIAL SUPPLIER REFERENCES (MINIMUM OF 3)

1. Name: _____	2. Name: _____
Address: _____	Address: _____
City: _____ State: _____ Zip: _____	City: _____ State: _____ Zip: _____
Phone: _____ Acct #: _____	Phone: _____ Acct #: _____
3. Name: _____	4. Name: _____
Address: _____	Address: _____
City: _____ State: _____ Zip: _____	City: _____ State: _____ Zip: _____
Phone: _____ Acct #: _____	Phone: _____ Acct #: _____

D. GENERAL INFORMATION

Type of Business: Replacement % _____ New Construction % _____ Commercial % _____
Years Under Present Ownership: _____ Purchase Order Required? Yes No
Estimated Annual Sales: \$ _____ Desired Monthly Credit Limit: \$ _____
Number of Employees Employed (Excluding Officers): _____
Contractor License # (Attach A Copy): _____ EPA Certification # (Attach A Copy): _____

E. ADDITIONAL BUSINESS INFORMATION

Should the answer to any of the two (2) questions below be "YES", provide us with the Principal's Name, the Names(s), Address(es), City and State for the applicable business(es) on a separate page or document.

1. Within the past five (5) years, were any of the Principals of this business Principals of another business? Yes No
2. Are any of the Principals of this business presently Principals of another business? Yes No
3. If the answer is "YES" to #1 and/or #2 above, please provide us with this information.

OPEN CREDIT ACCOUNT and SECURITY AGREEMENT
with Gemaire Distributors LLC, Air Systems Distributors LLC, and/or Affiliated Companies

IN CONSIDERATION for the establishment of an open credit account with a Security Agreement ("ACCOUNT") on this _____ day of _____, 20____, with Gemaire Distributors LLC, and/or Air Systems Distributors LLC, including any successors in interest, affiliated companies, subsidiaries, and/or assigns, ("CREDITOR"), and _____ ("BUYER")

(PRINT Your Business' Legal or Incorporated Name – REQUIRED)

the mutual agreement is reached on the following:

1. Payment in full must be received by CREDITOR on or before the due date and at the address as stated on the statement or invoice.
2. BUYER acknowledges and agrees that CREDITOR'S corporate address is located at 2151 W. Hillsboro Blvd, Suite 400, Deerfield Beach, Florida 33442.
3. BUYER agrees that this Open Credit ACCOUNT and Security Agreement ("AGREEMENT") shall be deemed to have been made in the United States of America in the State of Florida and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by the laws of the State of Florida, without reference to principles of conflicts of laws thereof. To the fullest extent permitted by law, BUYER consents to submit to the jurisdiction of the courts of or for the State of Florida in connection with any action or proceeding arising from or related to this AGREEMENT. The venue for all suits, counterclaims, causes of actions and/or legal proceedings arising from or related to this AGREEMENT shall be instituted and maintained, at CREDITOR'S discretion, in any court of competent jurisdiction in the counties of Broward, Dade, Miami-Dade, Palm Beach, or Martin, in the State of Florida.
4. If the ACCOUNT becomes delinquent, BUYER agrees to pay a 1-1/2% per month late charge on outstanding balances.
5. In the event that it becomes necessary to place the ACCOUNT with an attorney and/or third parties for the collection of any unpaid balances, BUYER agrees to pay all costs of collection, including pre-judgment reasonable attorney fees, collection costs, interest, post judgment attorney fees, interest, collection costs and all costs and fees related to any appellate proceedings, if applicable.
6. This AGREEMENT shall be binding upon and inure to the benefit of CREDITOR and BUYER, their successors, assigns, and personal representatives, provided that the BUYER shall not assign or delegate its rights and obligations herein without the prior written approval of CREDITOR. CREDITOR may assign, transfer or delegate its rights under this AGREEMENT, to any party, at any time, without notice to BUYER.
7. To secure all payments of open ACCOUNT between CREDITOR and the BUYER, both on balances now existing or balances hereafter incurred, BUYER hereby grants to CREDITOR a security interest in all inventory, equipment, accounts, furniture, fixtures, equipment, accounts receivable, Bank and/or depository accounts, and all other assets, whether any of the foregoing is now owned or hereafter acquired. All records of any of the foregoing; All proceeds relating to the foregoing (including insurance, general intangibles and any other account proceeds).
8. BUYER hereby appoints CREDITOR and/or its agents as BUYER'S Attorney-in-fact to execute on BUYER'S behalf any Financing Statement or other documents required by CREDITOR to perfect or enforce its security interests.
9. CREDITOR and BUYER hereby knowingly, voluntarily, and intentionally waive any right to trial by Jury in any Suit, Action, Proceeding, or Counterclaim concerning any rights under this AGREEMENT, any related document or under any other document or agreement delivered or which may in the future be delivered in connection with or arising from any relationship, existing in connection with this AGREEMENT, and agree that any such Suit, Action, Proceeding, or Counterclaim shall be tried before a Court and not before a Jury. This provision is a material inducement for CREDITOR to enter into this AGREEMENT.
10. As part of its credit extension process, CREDITOR may require of the BUYER up to three years of financial statements and/or tax returns to substantiate the financial ability of BUYER to repay obligations incurred during the course of business with CREDITOR.
11. BUYER acknowledges that any credit granted by CREDITOR can be modified and/or revoked by CREDITOR at the sole discretion of CREDITOR with or without prior notice or notification to the BUYER.
12. The individuals, or BUYER applying for credit, and the Proprietors, Partners, Principals, and/or Officers of the BUYER authorize CREDITOR to verify the credit references, and to obtain, and as needed from time to time to obtain, consumer credit reports on each of the Proprietors, Partners, Principals, and/or Officers named herein in order to evaluate or to re-evaluate whether to extend or continue to extend credit to the Individuals and/or BUYER applying for an Open Account.
13. This AGREEMENT can be executed in an original format, facsimile, and/or an electronic format. Any of these formats constitute an original document.
14. BUYER acknowledges receipt of the following notice:
Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, age, sex, or marital status, the fact that all or part of the applicant's income is derived from a public assistance program, or the fact that the applicant has in good faith exercised any right under the consumer protection act. The Federal Agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Pennsylvania and 6th Street, N.W., Washington, DC 20580.

The undersigned certifies that all of the information on this AGREEMENT is complete, factual, correct, and understands that the CREDITOR will rely on the accuracy of this information for any credit that may be extended. By signing below, the undersigned agrees to the Terms and Conditions stated herein the undersigned hereby represents that he/she is authorized by the BUYER to execute this legally binding AGREEMENT.

Signature of Authorized Person

Title

Date

Printed Name of Authorized Person

**GEMAIRE DISTRIBUTORS LLC, AIR SYSTEMS DISTRIBUTORS LLC,
and/or AFFILIATED COMPANIES
PERSONAL GUARANTY**

IN CONSIDERATION for the establishment of an Open Credit Account with a Security Agreement ("ACCOUNT") on this _____ day of _____ 20_____, with Gemaire Distributors LLC, and/or Air Systems Distributors LLC, including any successors in interest, affiliated companies, subsidiaries, and/or assigns, ("CREDITOR"), and _____ ("BUYER")
(PRINT the Business' Legal or Incorporated Name - REQUIRED)

the following named person or persons (hereinafter "GUARANTORS") agree to the following:

i. _____, _____
 Print Name of Guarantor Social Security Number

Residing at _____, _____, _____, _____, _____, and _____
 Address City County State Zip

ii. _____, _____
 Print Name of Guarantor Social Security Number

Residing at _____, _____, _____, _____, _____, _____
 Address City County State Zip

Guaranty to CREDITOR the payment of all monies now or hereinafter due CREDITOR from BUYER under the following terms and conditions:

1. GUARANTORS personally, jointly, and severally guarantee to CREDITOR the prompt, punctual, and full payment as directed by CREDITOR either verbally and/or in writing.
2. If BUYER fails to pay CREDITOR any sum invoiced by CREDITOR, GUARANTORS agree to bind themselves to pay CREDITOR on demand any sum which may become due to CREDITOR by the BUYER. The obligations of GUARANTORS shall, at the election of CREDITOR, be primary and not necessarily secondary to the obligations of BUYER, and CREDITOR shall not be required to exhaust its remedies against BUYER prior to enforcing its rights under this Personal Guaranty against the GUARANTORS. It is understood that this Personal Guaranty shall be a continuing and irrevocable guaranty for such indebtedness of the BUYER to CREDITOR.
3. GUARANTORS waive notice of default, non-payment, and notice thereof, and consent to any modification or renewal of the Open Credit Account with a Security Agreement ("AGREEMENT") between CREDITOR and BUYER and guaranteed by this Personal Guaranty. GUARANTORS further waive all suretyship defenses or defenses in the nature thereof, generally. GUARANTORS shall not assign or delegate its rights and obligations herein without the prior written approval of CREDITOR. CREDITOR may assign, transfer or delegate its rights under this Personal Guaranty, to any party, at any time, without notice to GUARANTOR or BUYER.
4. In the event that it becomes necessary to place any ACCOUNT guaranteed by this Personal Guaranty with an attorney and/or third parties for the collection of any unpaid balances, GUARANTORS agree to pay all costs of collection, including pre-judgment reasonable attorney fees, collection costs, interest, post judgment attorney fees, interest, collection costs, and all costs and fees related to any appellate proceedings, if applicable.
5. GUARANTORS agree that this Personal Guaranty shall be deemed to have been made in the United States of America in the State of Florida and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by the laws of the State of Florida, without reference to principles of conflicts of laws thereof. To the fullest extent permitted by law, GUARANTORS consent to submit to the jurisdiction of the courts of or for the State of Florida in connection with any action or proceeding arising from or related to this Personal Guaranty. The venue for all suits, counterclaims, causes of actions and/or legal proceedings arising from or related to this Personal Guaranty shall be instituted and maintained, at CREDITOR'S discretion, in any court of competent jurisdiction in Broward, Dade, Miami-Dade, Palm Beach, or Martin Counties, in the State of Florida.
6. This Personal Guaranty shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.
7. This AGREEMENT can be executed in an original format, facsimile, and/or an electronic format. Any of these formats constitute an original document.

**GEMAIRE DISTRIBUTORS LLC, AIR SYSTEMS DISTRIBUTORS LLC,
and/or AFFILIATED COMPANIES
PERSONAL GUARANTY**

- 8. CREDITOR AND THE GUARANTORS KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY SUIT, ACTION, PROCEEDING, OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS PERSONAL GUARANTY, ANY RELATED DOCUMENT OR UNDER ANY OTHER DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH, OR ARISING FROM ANY RELATIONSHIP EXISTING IN CONNECTION WITH THIS PERSONAL GUARANTY AND AGREE THAT ANY SUCH SUIT, ACTION, PROCEEDING, OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR CREDITOR TO ENTER INTO THIS PERSONAL GUARANTY.
- 9. THE UNDERSIGNED GUARANTORS, RECOGNIZING THAT HIS AND/OR HER INDIVIDUAL CREDIT HISTORY MAY BE A NECESSARY FACTOR IN THE EVALUATION OF THIS GUARANTEE, HEREBY CONSENTS TO AND AUTHORIZES THE USE OF A CONSUMER CREDIT REPORT OR CONSUMER CREDIT REPORTS ON THE UNDERSIGNED, BY CREDITOR, AND FROM TIME TO TIME AS MAY BE NEEDED, IN THE CREDIT EVALUATION PROCESS.
- 10. GUARANTORS acknowledge receipt of the following notice:

Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, age, sex, or marital status, the fact that all or part of the applicant's income is derived from a public assistance program, or the fact that the applicant has in good faith exercised any right under the consumer protection act. The Federal Agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Pennsylvania and 6th Street, N.W., Washington, DC 20580.

Name of Buyer: _____
(Print the Business Name as Printed on Page One (Page 1) of this Personal Guaranty – REQUIRED)

Guarantor Signature

Witnessed by: _____

Print Name of Guarantor

Guarantor Signature

Witnessed by: _____

Print Name of Guarantor

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20____, _____

_____, personally known by me or identified
by me by production of _____ as identification, acknowledged under oath that he/she executed the
above document for the purposes stated therein.

Signature of Notary Public

Type or Print the Name of the Notary Public