

Credit Application and Agreement

A. APPLICANT

Legal BusinessName: _____

(List all Trade Names, DBA's, Divisions or Subsidiaries)

Street Address: _____ City: _____

State: _____ Zip: _____

Mailing Address: _____

City _____ State: _____ Zip: _____

Phone: _____ Fax: _____ E-Mail: _____

Cell Phone: _____ Nextel DC: _____

Ship to Address: _____

Estimated Annual Sales: _____ Person to contact about Account: _____

Amount of Credit Requested: \$ _____ Type of Business _____

How Long in Business _____

B. BUSINESS INFORMATION

Sole

Proprietorship _____ SS# _____

Partnership

Partner _____ SS# _____

Partner _____ SS# _____

Corporation/LLC President/

Member _____ SS# _____

Vice President/

Member _____ SS# _____

Secretary/

Member _____ SS# _____

Treasurer/

Member _____ SS# _____

Federal Tax NO. (if applicable) _____ Sales Tax Exemption Certificate Yes No (if yes, enclose signed certificate or copy)

Contractor License Number: _____

Bankruptcy and Litigation: Has Applicant, any principal* of Applicant or any organization in which any principal or Applicant was or is a principal been in any form of bankruptcy, receive/ship or liquidation proceeding or been a defendant in any litigation? Yes No
(If yes, please describe on separate sheet signed by principal).

C. BANKING INFORMATION

Bank _____ Branch _____

Phone _____

Address _____ City _____
State _____ Zip _____

Officer Contact _____ Acct. No. _____
Type of Acct. _____

Acct. No. _____ Type of Acct. _____

I hereby authorize bank named above to release information requested for the purpose of obtaining and/or reviewing credit.
(* Principal is an owner, shareholder, director, partner, member, manager or joint ventures)

D. TRADE REFERENCES (Please fill out 3 references)

| Name | Contact | Address | Phone# |
|------|---------|---------|--------|
| 1. | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ |

The preceding information is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize Louisville Winnelson to investigate all references and customary credit information sources including consumer credit reporting repositories regarding my/our credit and financial responsibility for the purpose of obtaining credit and for periodic review for the purpose of maintaining the credit relationship.

E. VENUE: All amounts due for purchases from Louisville Winnelson are payable at Louisville Winnelson. It is further agreed that this agreement is entered into in the state of _____ and is governed by the laws of the state of _____.

CHANGE OF OWNERSHIP: I/We understand that we must notify Louisville Winnelson in writing and by certified mail of any change in ownership, the name of the business or structure of the business under which credit is established.

Default
In the event of default, and if this account is turned over to an agency and/or an attorney for collection, the undersigned agrees to pay all costs of collection, including but not limited to reasonable attorney fees whether or not suit is filed. A service charge of 1.5% per month, 18% per annum, or the maximum legal amount, will be charged on all past due amounts.

I/We certify that this request is for the extension of credit for business purposes only and not for the extension of credit for personal, family or household purposes.

APPLICANT'S SIGNATURE ATTESTS FINANCIAL RESPONSIBILITY, ABILITY AND WILLINGNESS TO PAY IN ACCORDANCE WITH ABOVE TERMS:

Firm Name _____

By: _____ Title _____

By: _____ Title _____

CONSENT TO OBTAIN CONSUMER CREDIT REPORT

The undersigned individual who is either a principal of the credit applicant or a sole proprietorship of the credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

1. **DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES.**

YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN.

I AGREE TO ALL THE TERMS ON ALL PAGES OF THIS COMMERCIAL ACCOUNT AGREEMENT AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS CONTRACT.

Print Name

Signature

Date

Louisville Winnelson

4200 Bunton Court
Louisville, KY 47613
502.456.4800 phone
502-456.9666 fax

PERSONAL GUARANTY OF AN ACCOUNT

For valuable consideration, the receipt of which is hereby acknowledged and to induce Louisville Winnelson and any of its subsidiaries, affiliates, branches or divisions now existing or hereinafter created and their successors and assignees (hereinafter collectively referred to as "Seller") of the credit extended and/or to be extended to Applicant under the Application submitted, you jointly, severally and unconditionally guarantee payment of all amounts due to Seller by Applicant under the Agreement (including, but not limited to late charges and costs of collection, including reasonable attorney's fees), without first requiring Seller to pursue payment from Applicant or other guarantors.

Each of the undersigned hereby waives any and all notices which may be required, including, but not limited to, demand, diligence, protest, notice of default, notice of any renewals or extensions of any account accommodations made to or for the benefit of the Applicant or presentment.

This is a continuing guaranty of payment and shall cover and apply to all transactions entered into by Applicant prior to termination of this guaranty. This guaranty shall remain binding and in effect until the Agreement is terminated and all amounts due thereunder have been paid in full. Any termination by one of the undersigned shall not affect the continuing obligations of any remaining guarantors under this guaranty. This guaranty shall continue in effect, notwithstanding the death of the guarantor (under which event the estate shall be bound) or the dissolution, liquidation merger, acquisition, bankruptcy or any other reorganization or other change in the nature of the Applicant until all of the Applicant's obligations to the Seller shall have been fully performed and paid.

No failure or delay on the part of Seller in exercising any right, power or privilege hereunder shall operate as a waiver thereof. All of Seller's rights, powers and privileges hereunder shall be cumulative and Seller may exercise part of a remedy, which shall not be exclusive of any rights or remedies which the Seller otherwise may have against Applicant or the guarantors.

You agree to pay Seller its costs, in any, in enforcing this guaranty, including reasonable attorney's fees. You understand and agree that Seller and/or its credit manager may check with credit reporting agencies and other sources of credit information about you and obtain credit reports in connection with evaluating this guaranty and the Application and in making credit decisions regarding the Account.

If any provision (or part of any provision) contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions. No modification, amendment or waiver with respect to this document or the Application shall be valid or enforceable against Seller unless in writing and signed by an authorized officer of Seller.

The undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guaranty, hereby consents to and authorizes the use of a consumer credit report on the undersigned by the Seller or its agents or assigns, from time to time as may be deemed necessary by the Seller.

I have read this entire document before executing it and have received a completed copy for my records.

Print Name/Date

Social Security Number

Amount of Guaranty

December 31, 2030
Expiration

Sign Name/Date

Witness/Date

Louisville Winnelson Company