

K-I LUMBER & BUILDING MATERIALS

LOCATIONS

Clarksville, IN
(812) 283-7000
Evansville, IN
(812) 464-2428

SINCE 1932

CORPORATE OFFICE

227 E. LEE STREET
P.O. BOX 2289
LOUISVILLE, KY 40201-2289
PHONE (502) 637-1401
FAX (502) 635-0528
E-MAIL creditmgr@ki-lumber.com
www.ki-lumber.com

LOCATIONS

Georgetown, KY
(502) 863-1271
Lexington, KY
(859) 268-0953

* Date _____
* Name _____
* Street Address _____ City _____ St. _____ Zip _____
Mailing Address _____ City _____ St. _____ Zip _____

*** PHONE INFORMATION**

Home _____ Fax _____ Paper _____
Business _____ Mobile _____ E-mail _____
Contact Person _____ Ext # or Direct Phone # _____

BUSINESS INFORMATION

Company

* Type of Business _____
* Years in Business _____
Fed. Tax No. _____
Pres. _____
V Pres. _____
Secretary _____
Treasurer _____

Sales Tax Exempt Cert. Yes _____ No _____
(If yes, enclose a copy of signed Certificate)
Purchase Order Req'd Yes _____ No _____

Individual

SS# _____
Employer _____
Address _____
Position _____

BANKING INFORMATION

Bank _____ Branch _____ Phone () _____
Address _____ City _____ St. _____ Zip _____
Ckg. Acct# _____ Sav. Acct# _____ Other _____

* **CONSTRUCTION LOAN** Yes _____ No _____

* Bank _____ Bank Location _____
* Loan Officer _____ *Loan # _____
Phone () _____ Fax () _____

TRADE REFERENCES

Name	Account #	Address	Phone
1. _____	_____	_____	_____
2. _____	_____	_____	_____

Applicant's signature attests financial responsibility, ability and willingness to pay our invoices in accordance with the following terms: Payment of the account balance IS DUE THE 10th OF MONTH FOLLOWING PURCHASE. Accounts become PAST DUE THE 11th. An administrative charge of \$5.00 OR 2% of the unpaid balance, whichever is greater, will be imposed on all accounts which become past due. Customer will notify **K & I** of any address changes or any other pertinent information so that invoices may be delivered without delay. Any inquiries or disputes should be mailed to the seller at address listed above. The invalidity or unenforceability of any part of this agreement shall not affect the validity or enforceability of any other provision.

The above information is for the purpose of obtaining credit and is warranted to be true. I / We authorize you to check the above references or any Credit Bureau.

*Print Name _____
*Signature _____

Please make sure all spaces marked with an *are completed. ***SEE REVERSE SIDE**

GUARANTY AGREEMENT

* In consideration for the extension of credit by Kentucky-Indiana Lumber Co., Inc., 227 E. Lee Street, Louisville, Kentucky ("**K & I**"), the undersigned _____ (Guarantor) hereby guarantees and holds itself personally liable for the prompt payment when due of all present and future indebtedness of any kind or character of _____ (Company) to **K & I**. Notwithstanding the foregoing general guaranty, the amount payable under this guaranty shall not exceed in the aggregate principal amount of \$1,000,000.00, plus interest, attorney's fees, and the costs and expenses of collection.

This Guaranty shall terminate on 1-01-2050, provided that such termination shall not affect the liability of the Guarantor (2) with respect to: (1) obligations created or incurred prior to such date, or (2) extensions or renewals of, interest accruing on, or fees, costs or expenses incurred with respect to, such obligations on or after such date.

The indebtedness guaranteed hereby shall include all liabilities, direct or contingent, joint, several or independent, now or hereafter existing, to **K & I** for its own account or as agent for another, whether created directly by the customer or acquired by assignment or otherwise.

This is guaranty of payment, not of collection, and Guarantor(s) therefore agree that **K & I** shall not be obligated prior to seeking recourse against or receiving payment from Guarantor(s) to do any of the following, all of which are hereby unconditionally waived by Guarantor(s): (1) Take any steps whatsoever to collect from the Customer or file any claim against the Customer; (2) Take any steps whatsoever to foreclose on any collateral security, if any, of the payment of the indebtedness; (3) Exercise any diligence whatever in collecting or attempting to collect any of the Customer's indebtedness by any means.

This guaranty is absolute and unconditional and nothing whatever except actual full payment to **K & I** of the full indebtedness shall operate to discharge Guarantor's(s') liability hereunder. The bankruptcy, dissolution or change in ownership of Guarantor (s) shall not terminate this guaranty and this guaranty shall continue to be binding upon the undersigned personally, individually, jointly and severally, for themselves, heirs, representatives, and assigns.

Guarantor(s) unconditionally and irrevocably waive each and every defense which, under principles of guaranty or surety ship law, would otherwise operate to in any way impair or limit the liabilities of the Guarantor(s). Without limiting the generality of the foregoing, Guarantor(s) agree that none of the following shall impair Guarantor's(s') liability: any extension, modification, compromise, settlement or variation of the terms of the Customer's indebtedness; voluntary or involuntary discharge or release of the indebtedness by reason of bankruptcy, insolvency or otherwise; acceptance of release, settlement, compromise or other agreement with any other guaranty; the application or allocation of payments, collections or credits on any portion of the indebtedness; the creation of any new indebtedness covered by this guaranty; the making of demand, the absence of demand for payment of the indebtedness or giving or failing to give any notice of dishonor, protest, or any other notice.

Guarantor(s) unconditionally waive the following: any subrogation to rights of **K & I** against the Customer, until all of the indebtedness has been paid in full; any acceptance of this guaranty; and any and all setoffs or counter-claims against **K & I** which would otherwise impair its rights against the Guarantor(s) hereunder.

In the event it is necessary for **K & I** to employ an attorney to collect the obligation created hereunder then pursuant to KRS 411.195 Guarantor shall be responsible for reasonable attorney's fees for said collection.

K & I may from time to time have the Guarantor(s) to deliver to them such collateral security for the performance of Guarantor(s) obligations hereunder as may be satisfactory to **K & I**.

No amendment, modification or waiver shall be deemed to be made by **K & I** unless in writing signed by an authorized representative of **K & I**.

If any Guarantor hereunder is a corporation, that Guarantor hereby warrants and represents that it is duly organized and existing under the laws of its state of incorporation, is in good standing in every other state in which it does business, that the execution, delivery and performance of this guaranty is within its corporate powers and have been duly authorized without violation of its charter or bylaws to undertake said corporation and bind it under the terms of this agreement and that the execution of this guaranty is in furtherance of business purposes of said corporation. In the event of litigation, the parties agree that exclusive jurisdiction and venue shall be in Jefferson County, KY.

IN WITNESS WHEREOF, the Guarantor(s) have executed this Guaranty Agreement as of the _____
Month Day Year

1.*SIGNATURE _____ * SS# _____

2. * PRINT NAME _____

Please make sure all spaces marked with an * are completed.