

Kentucky Indiana Lumber-US LBM, LLC

LOCATIONS

Clarksville, IN
(812) 283-7000

Evansville, IN
(812) 464-2428

SINCE 1932
CORPORATE OFFICE
4010 COLLINS LANE
P.O. BOX 2289

LOUISVILLE, KY 40245-2289
PHONE: (502) 637-1401
FAX: (502) 635-0528

EMAIL: creditmgr@ki-lumber.com
www.ki-lumber.com

LOCATIONS

Lexington, KY
(859) 268-0953

Shelbyville, KY
(502) 647-7165

* Date _____
* Name _____
* Street Address _____ City _____ State _____ Zip _____
Mailing Address _____ City _____ State _____ Zip _____

* PHONE INFORMATION

Home _____ Mobile _____
Business _____ Fax _____ Email _____
Contact Person _____ Ext# or Direct Phone # _____

* BUSINESS INFORMATION

Company
* Type of Business _____
* Years in Business _____
* Federal Tax ID No. _____
President _____
V.P. _____
Secretary _____
Treasurer _____
Individual
Sales Tax Exempt Cert. Yes ___ No ___
(if yes, enclose a copy of signed certificate)
Purchase Order # Required Yes ___ No ___
Social Security Number _____
Employer _____
Address _____
Position _____

* BANKING INFORMATION

* Bank _____ Branch _____ Phone () _____
* Address _____ City _____ State _____ 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 ON THE 10TH OF THE MONTH FOLLOWING PURCHASE. Accounts become PAST DUE ON 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 (including any change of name, corporate form or ownership) so that invoices may be delivered without delay. Any inquiries or disputes should be mailed to the seller at the 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 K-I to check the above listed references or any Credit Bureau.	* Print Name _____ * Signature _____
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Please ensure all items marked with a * are completed

*** PAGE TWO MUST BE COMPLETED AS WELL ***

GUARANTY AGREEMENT

In consideration for the extension of credit by Kentucky-Indiana Lumber-US LBM, LLC., 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 _____ (Customer) 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 enforcement of Customer's Credit Application, this Agreement or any other legal action or proceeding relating to Customer's invoices from K-I and/or materials and/or labor supplied to Customer by K-I.

This Guaranty shall terminate on 1-01-2050, provided that such termination shall not affect the liability of the Guarantor 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 therefore agrees that K-I shall not be obligated prior to seeking recourse against or receiving payment from Guarantor to do any of the following, all of which are hereby unconditionally waived by Guarantor: (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 whatsoever except actual full payment to K-I of the full indebtedness shall operate to discharge Guarantor's liability hereunder. The bankruptcy, dissolution or change in ownership of Guarantor 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. Undersigned may terminate its liability under this Agreement ONLY by sending written notice by certified mail of intent to terminate to K-I, at its address above. Termination will be effective ninety days after actual receipt of such notice by K-I, only for sales which occur after the effective date (Guarantor remains liable for sales which occurred prior to effective date).

Guarantor unconditionally and irrevocably waives each and every defense which, under principles of guaranty or suretyship law, would otherwise operate to in any way impair or limit the liabilities of the Guarantor. Without limiting the generality of the foregoing, Guarantor agrees that none of the following shall impair Guarantor'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 unconditionally waives 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 hereunder.

In the event it is necessary for K-I to employ an attorney to collect the obligation created hereunder, to protect K-I's interest arising under this Agreement, the Credit Application, or the Customer's invoices, or to recover on a surety bond, then Guarantor shall be responsible for reasonable attorney's fees for said collection.

The Guarantor shall indemnify and hold K-I, its agents, consultants, and employees harmless from and against all claims, losses, costs and damages, including but not limited to, attorneys' fees, pertaining to this Agreement, the Credit Application, or the invoices and involving personal injury, sickness, disease, death or property resulting therefrom but not damage to the work itself, but only to the extent caused in whole or in part by the negligent acts or omissions of the Customer and/or Guarantor, or any persons or entities for whose acts the Customer or Guarantor may be liable. This indemnification agreement is binding on the Guarantor, to the fullest extent permitted by law, regardless of whether any or all of the persons and entities indemnified hereunder are responsible in part for the claims, damages, losses, or expenses for which the Customer or Guarantor is obligated to provide indemnification. This indemnification does not negate, abridge or reduce any other rights or obligations of the persons and entities described herein with respect to indemnity.

All claims, disputes and other matters in question arising out of, or relating to, this Agreement, the Credit Application, Customer's invoices, or the breach thereof, shall be decided by judicial (filing a lawsuit) relief unless K-I, with seven (7) days of the receipt of a Complaint, notifies Guarantor and/or Customer of its **intent to arbitrate**. In the event that that K-I exercises its option to arbitrate, such arbitration shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise. The institution and maintenance of a lawsuit to foreclose on upon any collateral, to obtain a monetary judgment, or to enforce this Agreement, the Credit Application, or invoices shall not constitute a waiver of the right of K-I to compel arbitration regarding any other dispute or remedy subject to arbitration in this Agreement, including the filing of a counterclaim in a suit brought by K-I pursuant to this provision.

The venue for any such litigation or arbitration shall be Louisville, Kentucky and the laws of the Commonwealth of Kentucky shall govern this Agreement and any legal proceeding involving this Agreement or the enforcement of such terms. Any transaction involving the enforcement of this Agreement shall be without a jury.

K-I may have the Guarantor deliver to it 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 and signed by an authorized representative of K-I. Guarantor's signature attests financial responsibility, ability, and agreement to pay K-I's invoices in accordance with the following terms: Payment of the account balance IS DUE THE 10TH OF THE MONTH FOLLOWING PURCHASE. Accounts become PAST DUE the 11th of the month following purchase. An administrative charge of \$5.00 or 24% per annum on the unpaid balance, whichever is greater, will be imposed on all accounts which become past due, unless such amount exceeds the maximum amount permitted under applicable law in such circumstances, in which event the interest shall be adjusted to such lesser maximum amount as legally may be allowed, and K-I's entitlement to such sum shall be in addition to, and not in lieu of, all other rights and remedies available to lender as a result of such overdue payment. All such payments on overdue sums shall be applied first to accrued interest, then to principal.

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 has 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. Guarantor will promptly notify K-I of any address changes or any other pertinent information (including any change of name, corporate form, or ownership).

The information contained in the Credit Application and this Agreement is for the purpose of obtaining credit and is warranted to be true. Guarantor authorizes K-I to check its references or review its status with any credit bureau.

It is specifically understood and agreed to by the parties that if any part, term or provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be part of this Agreement.

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

1.*Signature _____ *SSN _____

2.*PRINT NAME _____ PLEASE COMPLETE ALL SPACES MARKED WITH *