Kirchner Building Centers

LUMBER

CREDIT APPLICATION

LOCATIONS

o	Kansas, IL. 61933	307 N. Front Street	(217)948-5121
o	Marshall, IL.62441	303 S. Sixth. St.	(217)826-2371
o	Charleston, IL. 61920	# 1 Sixth St.	(217)348-0121
o	Mattoon, IL. 61938	2403 Lakeland Blvd.	(217)235-0111
o	Danville, IL. 61832	508 W. Williams	(217)442-2570
o	Casey, IL. 62420	600 W. Main St.	(217)932-2811
o	Paxton, IL. 60957	349 N. Market St.	(217)379-2121
o	Newton, IL. 62448	401 E. Decatur St.	(618)783-2388
o	Mahomet, IL. 61853	201 E. Washington St.	(217)586-4931
o	Evansville, IN. 47716	5625 Old Boonville Hwy.	(812)473-6400
o	Henderson, KY 42420	883 Hwy. 2084 South	(270)827-8410
o	Madisonville, KY 42431	6500 Hanson Rd.	(270)322-5022
o	Princeton, IN 47670	2001 E. Broadway St.	(812)385-3479

A. APPLICANT INFORMATION

Full Legal Business Name:_____

DBA Name: _____ Contractor/Business LLC# : _____

Street Address: _____City:_____ State:_____ Zip:_____

Mailing Address: _____City: _____ State: ____ Zip:_____

Phone:_____ Cell: _____ Fax: _____

E-Mail Address:_____

Tax Pay ID No. /SS No. /FEIN:_____

Date Business Started:_____ State of Incorporation:_____

Type of Business:_____ Estimated Monthly Balance:$_____

Annual Sales:$_____

B. ADDITIONAL INFORMATION

□ Proprietorship Owner:_____ Driver's Lic.# _____

Address:_____ □Own □Rent SS#_____

□ Partnership Partner:_____ Driver's Lic.# _____

Address:_____ □Own □Rent SS#_____

□ LLP Partner:_____ Driver's Lic.#_____

Address:_____ □Own □Rent SS#_____

□ Corporation Pres./Member:_____ Driver's Lic.# _____

Address:_____ □Own □Rent SS#_____

□ LLC V-P Member:_____ Driver's Lic.# _____

Address:_____ □Own □Rent SS#_____

Sec./Member:_____ Driver's Lic.# _____ SS# :_____

Treas/Member:_____ Driver's Lic.# _____ SS# :_____

Previously filed Bankruptcy: □Yes □No If yes, was it Corporate?____ Personal?____ Date filed:_____

Accounts Payable Contact:_____

Name of Person to Contact in case of an Emergency:_____ Phone: _____

Authorized Buyers: _____

_____

C. COMMERCIAL TRADE REFERENCES

Name	City and State	Telephone#	Account Number
1.			
2.			
3.			
4.			

D. FINANCIAL REFERENCES

Checking and Savings Accounts:

Name on Account:

Account No._____ Bank:_____ Address:_____ □ Bus. □ Personal

Account No._____ Bank:_____ Address:_____ □ Bus. □ Personal

Account No._____ Bank:_____ Address:_____ □ Bus. □ Personal

Account No._____ Bank:_____ Address:_____ □ Bus. □ Personal

KIRCHNER BUILDING CENTERS CREDIT AGREEMENT

As a condition to the election of Kirchner Building Centers ("KBC") to extend credit to Buyer, Buyer has executed KBC's Credit Application. All purchases by Buyer from KBC are made pursuant to KBC's Credit Application, this Credit Agreement and KBC's Purchase Agreement. The terms and conditions of each referenced document are incorporated by reference herein. The Credit Application, Credit Agreement and Purchase Agreement together constitute the entire agreement between KBC and Buyer and shall be collectively referred to from time to time as the Agreement.

A. General Terms and Conditions.

1. Buyer shall pay each invoice in full in accordance with the terms of the particular Purchase Agreement, invoice, or other shipping documents with or without Buyer's signature. Payment shall be due on the 15th day of the month following the date of purchase. In the event Buyer fails to make payment when due, Buyer shall pay, in addition to the invoice amount, a finance charge of 1.5% IL(2.0% IN & KY) per month compounded monthly, or an effective annual percentage rate of 19.57% IL(26.82% IN & KY) with a minimum charge of $1.00 per month.
   Buyer agrees that should the finance charge be deemed by a court of competent jurisdiction to violate any law, Buyer's sole remedy against KBC for each violation shall be the application of any finance charge paid in excess of the maximum rate allowable by law toward the unpaid account balance (or a refund of such excess if no account balance remains unpaid).

2. Buyer agrees to pay all costs of collection by KBC of any amounts due hereunder, including attorney's fees and/or collection agency charges. Buyer further agrees that, in the event any action arising out of or related to the Agreement between Buyer and KBC, Buyer shall pay KBC its attorney's fees and other costs incurred as a result of or in connection with such action.

3. KBC shall have the sole discretion and complete right to apply any payment received from Buyer hereunder in any manner which KBC deems proper.

4. Buyer represents and warrants that Buyer is not a "consumer" as defined in the Federal Consumer Credit Protection Act, or any other consumer credit laws (Federal, State or Local), and Buyer waives all rights granted to consumers under the Federal Consumer Credit Protection Act, and other Federal, State and Local laws pertaining to "consumer" rights. Buyer further represents and warrants that all purchases made from KBC and any credit extended hereunder will be used solely for business and commercial purposes.

5. The Agreement is governed by and shall be construed consistently with the laws of the state of Illinois (without

regard to internal principles of conflicts of law). The legality, enforceability and interpretation of this agreement and the amounts contracted for, charged and received under this Agreement will be governed by such laws. This Agreement is entered into between Buyer and KBC in Illinois. KBC makes policies about granting credit to Buyer and extending credit to Buyer under this Agreement, and accepts Buyer's payments in Illinois. Any action arising out of or related to the Agreement shall be brought, at KBC's sole discretion, either in Coles County, Illinois, court with jurisdiction over the county in which the pertinent KBC Branch is situated, in the county in which the project for which the goods are to be used is located, or in a court or before an arbitration panel where an action between KBC and a third party is pending which concerns the subject matter of the Agreement. To the extent allowed by law, Buyer waives its rights to a trial by jury in any action brought upon, or by reason of, the Agreement. The Agreement contains the full, final and exclusive statement of the Agreement between KBC and Buyer, and no terms and conditions other than those stated herein, and no agreement or understanding in any way purporting to modify the terms and conditions thereof, shall be binding on KBC without KBC's written consent. Waiver by KBC of any terms or conditions of this contract or waiver of any breach thereof shall not be construed as a waiver of any other terms, conditions, or breach. Determination that any provision of the Agreement is illegal or invalid shall not affect the validity or enforceability of the remaining provisions of the Agreement.

6. Buyer agrees to provide KBC with prompt written notice of any change in Buyer's name, address, ownership, or form of business entity. KBC at its office first written and marked above must receive written notice by Certified or Registered Mail within 30 days of such change.

KIRCHNER BUILDING CENTERS PURCHASE AGREEMENT TERMS & CONDITIONS OF SALE

1. Any purchase made on credit requires that Buyer have on file with Kirchner Building Centers ('KBC') an approved Credit Application. Buyer further confirms Buyer's consent to KBC's Credit Agreement, the terms and conditions of which have been read by Buyer and are incorporated by reference herein.

2. KBC acknowledges and accepts Buyer's order, KBC's acknowledgement and acceptance is expressly conditioned upon Buyer's acceptance of the terms and conditions herein. No terms or conditions other than those stated herein, whether contained in Buyer's purchase order, shipping release, or elsewhere, and no written or oral agreement that purports to vary these terms and conditions shall be binding upon KBC unless hereafter set forth in a writing signed by KBC's authorized representative. All negotiations, proposals and representations are merged herein, and this writing constitutes the complete and exclusive statement of the terms and conditions of this Purchase Agreement between Buyer and KBC. In the event Buyer fails to accept this Purchase Agreement in writing, Buyer's consent to the terms and conditions herein shall be conclusively presumed, either from Buyer's failure to object in ten days in writing or from Buyer's acceptance or use of the material delivered hereunder.

3. KBC shall have the right, without prejudice to any, other rights, to suspend further deliveries of any items purchased if Buyer defaults in payment of any amounts due, or whenever KBC may deem itself insecure as to Buyer's performance, until Buyer remedies such default or provides adequate assurance to KBC of Buyer's ability to perform.

4. Unless otherwise provided by law, KBC may require Buyer to pay or to reimburse KBC for any tax (except income tax) which now or hereafter may be imposed by any taxing authority with respect to the items purchased or the sale, purchase, manufacture, delivery or use thereof.

5. KBC reserves the right to discontinue, without liability hereunder, deliveries of any merchandise, the manufacture, use and/or sale of which in the opinion of KBC would infringe any patent now or hereafter issued and under which KBC is not licensed.

6. An order may be terminated by Buyer before completion only with KBC's written consent, in which event Buyer shall pay to KBC:

   (a.) The contract price for all products, which shall have been delivered or completed prior to receipt of notice of termination.

   (b.) All actual costs incurred by KBC in connection with the uncompleted portion of the order.

   (c.) Cancellation charges, if any, of KBC because of its commitments, made under the order.

   (d.) Handling charges on any returned material of 15%.

7. No returns shall be accepted more than 30 days after purchase.

8. Buyer shall not hold KBC responsible for any delay caused in whole or in part by circumstances beyond KBC's reasonable control, including but not limited to, force majeure, fires, or accidents; strikes or other differences with workmen: war (whether declared or undeclared), riots, or embargoes; delays by carriers; delays in shipment or receipt of materials from suppliers; or any legislative, administrative or executive law, order, or requisition of the federal or any state or local government or any subdivision, department, agency, officer or official thereof. KBC shall not be liable in any event for any special, incidental, or consequential damages caused by KBC 's failure or delay in performance or delivery due to any cause whatsoever, if KBC is unable, due to any cause beyond KBC's control, to supply Buyer's total demand for products. KBC may allocate its available supply among KBC's customers, including KBC's branches and affiliates, in any manner KBC deems reasonable.

9. KBC shall assign or transfer to Buyer any assignable or transferable manufacturer's warranties, if any, applicable to this purchase, in lieu of all other warranties, express or implied. KBC MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. There is no warranty that extends beyond the description on the face of this Purchase Agreement.

10. KBC shall not be liable under any circumstances for consequential or incidental damages arising out of, or in connection with, this Purchase Agreement. The liability of KBC is limited to repayment of the purchase price of items not conforming to the description in any invoice, bill of sale, purchase agreement or the like upon return of the items. This remedy is the exclusive remedy of Buyer under this Purchase Agreement. KBC shall not be liable for any damages attributable to product abuse, misuse, neglect or any other cause, which is not the fault of KBC.

11. Buyer agrees to indemnify and hold harmless KBC from and against any and all claims, demands, actions, causes of action, costs, expenses, and attorney's fees arising out of or in connection with any and all injury, including death, to any person or persons (whether third parties or agents, servants or employees of Buyer), any and all damages to or loss of any property (whether belonging to Buyer or to a third party), and any and all other damages recognized at law or in equity, caused by or resulting from in whole or in part, any act(s) or omission(s), negligent or otherwise, of Buyer, or any of Buyer' s agents, servants, employees, subcontractors or customers. In the event that the applicable law prohibits enforcement of this clause as written, then and only then, this clause shall be modified to provide the maximum indemnification to KBC, as indemnitee, allowable under that applicable law.

12. This Purchase Agreement shall be governed by and construed according to the laws of Illinois (without regard to internal principles of conflicts of law). Any action brought upon or by reason of this Purchase Agreement shall be brought, in KBC's sole discretion, either in Coles County, Illinois, a court with jurisdiction over the county in which the KBC branch is located, in a court with jurisdiction over the county in which the project for which the goods are to be used is located, or in a Court or before an arbitration panel where an action between KBC and a third party is pending which concerns the subject matter of this Purchase Agreement. Buyer agrees that, in the event any action is brought upon, or due to, this Purchase Agreement by either Buyer or KBC, Buyer shall pay KBC's reasonable attorney's fees and other costs incurred because of or in connection with such action.

13. Waiver by KBC of any terms or conditions of this contract or waiver of any breach hereof shall not be construed as a waiver of any other term, condition, or breach. Determination that any provision of this Agreement is illegal or invalid shall not affect the validity or enforceability of the remaining provisions of this Agreement.

APPLICANT HEREBY AUTHORIZES AND CONSENTS TO ANY CONTACT WITH OR INQUIRY OF ANY PERSON, INDIVIDUAL, OR ENTITY OF ANY KIND, REGARDING APPLICANT'S CREDIT HISTORY OR OTHER FINANCIAL INFORMATION, INCLUDING BANK AND TRADE REFERENCES AND ANY CONSUMER CREDIT REPORTING AGENCIES. BY SIGNING THIS APPLICATION, I ACKNOWLEDGE THAT I HAVE READ AND AGREED TO THE TERMS OF THIS CREDIT APPLICATION.

Signature#1:_____ Date:_____

Signature#2:_____ Date:_____

PERSONAL GUARANTY

For value received and to induce KIRCHNER BUILDING CENTERS, its subsidiaries, branches or divisions now existing or hereafter created and their successors, and assigns (hereinafter collectively referred to as the "KBC") to extend credit to Applicant the undersigned guarantor ("Guarantor"), jointly and severally, if more than one, hereby warrants and unconditionally guarantees to KBC the full and prompt payment when due of all indebtedness, obligations and liabilities of Applicant (as named in the within application for credit) to KBC, including without limitation, all invoiced amounts, all default interest on any delinquent invoices and all costs of collecting delinquent invoices and default interest, including court costs, reasonable attorney fees, and collection agency fees, whether now existing or hereafter created or arising, and all indebtedness resulting from increased credit lines or Applicant exceeding the credit limit (the "Indebtedness"). It is understood that credit lines are established at the sole discretion of KBC and can be increased or decreased without written notice. Guarantor further agrees to pay all expenses, including court costs and reasonable attorney's fees, paid or incurred by KBC in endeavoring to collect the Indebtedness or any part thereof or in enforcing the Guaranty.

This Guaranty will take effect when received by KBC without the necessity of any acceptance by KBC, or any notice to Guarantor or to Applicant, and will continue in full force until all Indebtedness incurred or contracted before receipt by KBC of any notice of revocation shall have been fully and finally paid and satisfied and all other obligations of Guarantor under this Guaranty shall have been performed in full. If Guarantor elects to revoke this Guaranty, Guarantor may only do so in writing. Guarantor's written notice of revocation must be mailed to KBC, by certified mail, at the address of KBC listed above or such other place as Lender may designate in writing. Written revocation of this Guaranty will apply only to advances or new Indebtedness created after actual receipt by Lender of Guarantor's written revocation.

Guarantor authorizes KBC, either before or after any revocation hereof, without notice or demand and without lessening Guarantor's liability under this Guaranty, from time to time: (a) to sell merchandise to Applicant and to extend credit to Company; (b) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the Indebtedness or any part of the Indebtedness; (c) to take and hold collateral for the payment of this Guaranty or the Indebtedness, and exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any such collateral, with or without the substitution of new collateral; (d) to release, substitute, agree not to sue, or deal with any one or more of Applicant's sureties, endorsers, or other guarantors on any terms or in any manner KBC may choose; (e) to determine how, when and what application of payments and credits shall be made on the Indebtedness; (f) to apply such collateral and direct the order or manner of sale thereof; (g) to sell, transfer or assign the Indebtedness; and (h) to assign or transfer this Guaranty in whole or in part.

Guarantor waives all notices, demands and defenses of any kind, including all suretyship defenses, and hereby consents to any agreements or arrangements whatever with Applicant including without limitation agreements and arrangements for payments, extension, subordination, composition, arrangement, discharge or release of the whole or any part of the indebtedness, and shall in no way impair Guarantor's liability hereunder. Without limitation, and except as prohibited by applicable law, Guarantor waives any right to require KBC (a) to continue to extend credit to Applicant; (b) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Applicant, KBC, any surety, endorser, or other guarantor in connection with the Indebtedness or in connection with the creation of new or additional loans or obligations; (c) to resort for payment or to proceed directly or at once against any person, including Applicant or any other guarantor; (d) to proceed directly against or exhaust any collateral held by KBC from Applicant, any other guarantor, or any other person; (e) to pursue any other remedy within KBC's power; or (1) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

Guarantor also waives any and all rights or defenses arising by reason of (a) any "one action" or "anti-deficiency" law; (b) any election of remedies by KBC which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Applicant for reimbursement; (c) any disability or other defense of Applicant, of any other guarantor, or of any other person, or by reason of the cessation of Applicant's liability from any cause whatsoever, other than payment in full in legal tender, of the Indebtedness; (d) any right to claim discharge of the Indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness; (e) any statute of limitations, if at any time any action or suit brought by KBC against Guarantor is commenced there is outstanding Indebtedness of Applicant to KBC which is not barred by any applicable statute of limitations; or (f) any defenses given to guarantors at law or in equity other than actual payment and performance of the Indebtedness. If payment is made by Applicant, whether voluntarily or otherwise, or by any third party, on the Indebtedness and thereafter KBC is forced to remit the amount of that payment to Applicant's trustee in bankruptcy or to any similar person under any federal or state

bankruptcy law or law for the relief of debtors, the Indebtedness shall be considered unpaid for the purpose of enforcement of this Guaranty. Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Applicant, the Guarantor, or both.

Any sales that result from an extension of credit by KBC shall be construed under the laws of the state where the shipment of goods originated and any lawsuits resulting from this extension of credit may be commenced in the county where the shipment of goods originated. Guarantor waives any and all objections to such location, including objections based on jurisdiction or venue.

This Guaranty is enforceable against the undersigned Guarantors whether or not the signatures are witnessed. This agreement shall be binding upon Guarantor, and his or her successors, assigns, heirs, executors and legal representatives. GUARANTOR HEREBY AUTHORIZES AND CONSENTS TO ANY CONTACT WITH OR INQUIRY OF ANY PERSON, INDIVIDUAL, OR ENTITY OF ANY KIND, REGARDING GUARANTOR'S CREDIT HISTORY OR OTHER FINANCIAL INFORMATION, INCLUDING BANK AND TRADE REFERENCES AND ANY CONSUMER CREDIT REPORTING AGENCIES. BY SIGNING THIS GUARANTEE, I ACKNOWLEDGE THAT I HAVE READ AND AGREED TO THE TERMS OF SALES AS SET OUT IN THE CREDIT APPLICATION.

Complete Legal Signature _____
Name _____
First Middle Last
Home Address _____
_____
City State Zip
Phone _____ SSN # _____

Complete Legal Signature _____
Name _____
First Middle Last
Home Address _____
_____
City State Zip
Phone _____ SSN # _____

Complete Legal Signature _____
Name _____
First Middle Last
Home Address _____
_____
City State Zip
Phone _____ SSN # _____