

CREDIT APPLICATION
LEE LUMBER & BUILDING MATERIALS CORP.

3250 N. Kedzie Avenue, Chicago, IL 60618

(please fax the completed application to 773-509-0190)

APPLICANT'S NAME		DATE
ADDRESS		
PHONE: ()	FAX: ()	EMAIL:
CELL: ()		
CORPORATION or PARTNERSHIP or SOLE-PROPRIETORSHIP <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> (check one)		WHAT TYPE OF CONTRACTOR ARE YOU?
Will the merchandise be used for resale? (check one) YES <input type="checkbox"/> NO <input type="checkbox"/>	STATE RESALE TAX NO: (Attach copy of resale tax certificate)	TAX EXEMPT ORGANIZATION: Tax Exempt No: (Attach copy of tax exempt certificate)
Provide your FEIN#	If a Sole-proprietorship, provide your Driver's license number:	Lee Lumber Sales Rep you are working with:

PROVIDE THE NAMES OF OWNERS/OFFICERS/PARTNERS			
NAME AND TITLE:		NAME AND TITLE:	
ADDRESS:		ADDRESS:	
CITY, STATE, ZIP	CONTACT PHONE	CITY, STATE, ZIP	CONTACT PHONE
PROVIDE CONTACT INFORMATION FOR YOUR ACCOUNTING DEPARTMENT:			
CONTACT PERSON:		PHONE:	EMAIL:

REQUIRED - THREE CURRENT TRADE REFERENCES	
COMPANY NAME: ADDRESS:	CONTACT PERSON, FAX AND/OR EMAIL
COMPANY NAME: ADDRESS:	CONTACT PERSON, FAX AND/OR EMAIL
COMPANY NAME: ADDRESS:	CONTACT PERSON, FAX AND/OR EMAIL

BUSINESS BANK NAME & ADDRESS:	ACCT NUMBER:	BANK OFFICER AND PHONE NUMBER
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DESIRED LINE OF CREDIT : \$	HAVE YOU HAD CREDIT WITH LEE LUMBER BEFORE? IF SO, UNDER WHAT NAME?
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LEE LUMBER & BUILDING MATERIALS CORP.'S

CREDIT AND PAYMENT TERMS

(please fax the completed application to 773-509-0190)

The following summary of credit and payment terms is provided so that our credit customers understand the full extent of their financial obligation to Lee Lumber.

- TERMS:** All invoices are due 30 days after the invoice date. Special or extended terms may be negotiated in advance, for those projects with special loan or financing provisions.
- INTEREST:** Interest/service charges of 1.5% per month will be charged on unpaid balances remaining on the account over 30 days. Interest/service charges will NOT be waived, except in very limited circumstances, and only with approval of management.
- CREDITS:** Pricing errors, returned merchandise, etc., can be handled efficiently if dealt with as soon as possible. Claims for credit will ABSOLUTELY NOT be allowed, unless made within thirty (30) days of the invoice date.
- LIENS:** The provisions of the Illinois Mechanics Lien Law (and those of other states) will be invoked as necessary, to fully protect Lee Lumber's legal interests.
- SALES TAX:** All accounts are set up at the Oakbrook Terrace tax rate. You may be liable for City of Chicago Use Tax. All invoices, by state law, are subject to Sales Taxes unless one of the following applies:
- a) A copy of your current Resale Certificate is on file with Lee Lumber;
 - b) A copy of your exemption certificate for a specific tax exempt job is on file with Lee Lumber AND the "ship to" address on the invoice is the same as this particular tax exempt site;
 - c) Purchases for sites under the "ENTERPRISE ZONE" exemption will be charged sales tax unless a signed copy with all the pertinent information is attached to that particular order.
- PAYMENTS:** All payments should be mailed to: **Lee Lumber & Building Material Corp., P.O. Box 18451, Chicago, IL 60618-0432.** Payments should include your Lee Lumber account number, and reference the specific invoice(s) you are paying. Any payments which do not include an invoice number will first be applied to outstanding interest/service charges, and then to the oldest invoices. Overpayments, or credits on your account, will be applied to future purchases.

NOTE: It is the responsibility of the customer/company to inform Lee Lumber's salesperson as to the tax exempt status for an order at the time the order is placed. Subsequent deductions at a later time will not be allowed.

AUTHORIZATION TO RELEASE CREDIT INFORMATION

The undersigned does hereby authorize any bank and/or trade reference which is listed in this credit application, to release credit information to Lee Lumber for the purpose of establishing eligibility for a new or continued line of credit.

Print Customer/Company Name

Signature

Date

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Please provide us with the name of those individuals authorized to purchase on your account. If you do not provide any names in this section, we will assume that only those persons listed on the application are approved, and all others will not be able to use the account unless we receive written approval from your home office.

AUTHORIZED PURCHASER LIST:

_____ Position in the company _____
Printed Name

_____ Position in the company _____
Printed Name

_____ Position in the company _____
Printed Name

_____ Position in the company _____
Printed Name

_____ Position in the company _____
Printed Name

(If there are additional names – feel free to list them below, or to add another sheet)

ACCOUNT SPECIAL INSTRUCTIONS:

PLEASE NOTE: A miscellaneous account is set up when the account is first opened for smaller general purchases. However, for large purchases which are for specific individual jobs, we will set up sub-accounts, which will assist Lee Lumber in making sure that deliveries are made to the appropriate location, as well as helping you with your job-cost accounting.

Therefore, we ask that you inform your Sale's Person if you are starting a new project so we can set up a new sub-account, and that you also tell them which project each purchase is for.

**LEE LUMBER & BUILDING MATERIALS CORP.'S
INDIVIDUAL PERSONAL GUARANTEE**

1. I/We, (**Guarantor(s)**) _____,
(print owners/officers name(s))

hereby acknowledge that in consideration of **Lee Lumber & Building Material Corp.**, (hereinafter "**Lee Lumber**"), including any of its divisions, subsidiaries, and/or affiliates, agreeing to extend credit to (**Buyer**) _____,
(print company name)

personally and unconditionally guarantee payment to **Lee Lumber** of all of the **Buyer's** liabilities and obligations owed to **Lee Lumber**, whether currently due, or which may come due in the future.

2. This is a continuing and irrevocable guaranty, and shall cover and apply to all transactions entered into by the **Buyer**, its successors and assigns. This guaranty shall continue notwithstanding any change in **Lee Lumber's** organization, corporate structure or partnership, and shall be binding upon the heirs, personal representatives, estates, successors and assigns of the undersigned Guarantor(s).

3. The undersigned Guarantor(s) hereby agree to pay all sums of money which become due and payable to **Lee Lumber** by the above-named **Buyer**, including all costs, expenses and attorney's fees incurred by **Lee Lumber** in enforcing its rights against the **Buyer** and the Guarantor(s). The undersigned further agrees to pay the greater of: late fees of 1½% per month or the maximum interest rate allowed by Illinois law, on any past due accounts.

4. In the event of any default by **Buyer**, as determined by **Lee Lumber**, **Lee Lumber** may at its option, proceed directly and at once, without notice or demand, against the undersigned Guarantor(s) to collect and recover the full amount guaranteed hereunder without proceeding against or giving notice to or making demand upon the **Buyer**. Further, in the event of a default by **Buyer**, as determined by **Lee Lumber**, **Lee Lumber** may suspend any future deliveries to **Buyer**, until such default is fully cured.

5. In addition, the undersigned Guarantor(s) hereby consent and authorize **Lee Lumber** to obtain a written, non-business credit report, to allow **Lee Lumber** to further evaluate the creditworthiness of the undersigned, as needed in connection with the extension and/or continuation of the business credit associated with the application referenced above. The Guarantor(s) hereby knowingly consent to the use of such credit report consistent with the Federal Fair Credit Reporting Act (15 U.S.C. 1618, et. seq.).

6. No provisions of this guaranty may be modified, amended, waived and/or changed except by a written instrument, which has been agreed to and executed by the undersigned Guarantor(s) and **Lee Lumber**. Further, should **Lee Lumber** agree to waive any late fees or charges, this shall not constitute a waiver of any other fees or charges.

7. Any determination made by a court that a specific provision herein is invalid or unenforceable, shall not effect the validity or enforceability of the remaining provisions contained within this agreement. All rights and obligations hereunder shall be governed by the laws of the State of Illinois, and the undersigned hereby submits to the jurisdiction of the Illinois federal and state courts.

8. By signing below, the undersigned Guarantor(s) hereby acknowledge that he/she has read, understood, and consents to the above terms and provisions.

Guarantor _____
(Print Name)

Date _____ Signature: _____

Guarantor _____
(Print Name)

Date _____ Signature: _____

Lee Lumber & Building Material Corp.

Date _____

Signature: _____

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Once Lee Lumber approves the Customer's Credit Application, the Customer's signature on this Credit Application authorizes Lee Lumber to charge to that account any and all orders placed by the Customer's employees or agents, as listed on the attached Authorized Purchaser List. Lee Lumber will allow those Authorized Purchasers to make charges to the account on the Customer's behalf, until such time as the Customer provides written notice to Lee Lumber revising the Authorized Purchasers for the account.

The Customer understands that its Credit Application will not be considered by Lee Lumber until all required forms and requested information have been provided, and that until such time as the Credit Application is approved, and the Customer is advised of its approval, all orders are required to be prepaid by credit card, cash, or check.

The Customer's signature on this Credit Application authorizes Lee Lumber to make any and all inquiries necessary to process the application. In the event any information provided in the application is false or misleading, or if at any time Lee Lumber receives notice regarding any false or misleading information from the Customer, or from any other source of any kind, Lee Lumber may, without further notice, cancel any in-house orders and/or any deliveries in process to Customer.

The Customer understands and agrees that failure to provide a signed personal guarantee will directly impact whether credit will be offered, and/or the amount of any potential credit line.

The Customer also understands and agrees that Lee Lumber will be entitled to request additional credit information from time to time: 1) so long as the Customer has an open line of credit, 2) Lee Lumber has a reasonable basis for believing the Customer may be a credit risk, 3) if the Customer seeks credit after the account has gone unused for at least 6 months, 4) the account is not being paid according to its terms, and/or 5) yearly at Lee Lumber's discretion.

Your signature below signifies that you have read, understood, and accepted all of the terms and conditions set forth in this Credit Application.

Company Name

Officer's/Owner's Signature

Officer's/Owner's Name Printed

Date