

Little Falls Lumber Co., Inc.
Little Falls Concrete Forming Co., Inc.

73 Southern Ave. P.O. Box 248
Little Falls, NY 13365
315-823-2470
315-823-3521 (Fax)

Application for Credit

The information contained in this application is provided for the purpose of the undersigned obtaining or maintaining credit with Little Falls Lumber Co, Inc. and/or Little Falls Concrete Forming Co., Inc. (the "Companies").

Date: _____

Please Print or Type

Name _____
If Business- Full Legal Name

Address: _____ City: _____

State/Zip: _____ County: _____

Telephone: _____ Fax: _____ Mobile: _____

Email: _____ Website: _____

Check One: Corporation Partnership Sole Proprietorship
 Government/Non-Profit LLC LLP Personal Other (describe) _____

Individuals only:

Social Security #: _____

Date of Birth: _____

Place of Employment: _____ Address: _____ Work Ph.# _____

Own: _____ Rent: _____ Mortgage/Landlord with: _____ Address: _____

Spouse: _____ Social Security #: _____ Date of Birth: _____

Place of Employment: _____ Address: _____ Work Ph.# _____

Businesses only:

Owners/Principals

Name: _____ Address: _____ Title: _____

Soc. Sec. #: _____ Home Phone#: _____

Name: _____ Address: _____ Title: _____

Soc. Sec. #: _____ Home Phone#: _____

Type of Business: _____ # Years in Business: _____ Date of Formation: _____

Billing Contact: _____ P.O. # Required Yes No

Former/Present Affiliated Companies: _____

How Related: _____

Sales tax Exemption #: _____ (If exempt, must include certificate(s)) Federal ID #: _____

Anticipated yearly dollar volume in purchases: _____ Initial dollar amount of order: _____

Pending Litigation? _____ If Yes, Details: _____

Bankruptcy Filed: _____ If Yes, Date, City & State of Filing: _____

Judgments Outstanding: _____ If Yes, Date, Amount and Judgment Creditor: _____

UCC Liens: _____ If Yes, Date, Creditor and Description of Assets: _____

Bank: _____ Branch: _____ Checking Acct. #: _____

Contact: _____ Phone Number: _____ Loan #: _____

Credit References:

1. Company: _____ Address: _____ Phone: _____ Fax: _____

Acct. #: _____ Contact Name: _____

2. Company: _____ Address: _____ Phone: _____ Fax: _____

Acct. #: _____ Contact Name: _____

3. Company: _____ Address: _____ Phone: _____ Fax: _____

Acct. #: _____ Contact Name: _____

Federal and state laws require the following notices:

The undersigned gives each of the Companies permission to investigate the credit history of the above individuals and entities, as well as any individual whose signature appears on this application, by obtaining credit reports and consumer reports and, for individuals, by making direct inquiries of businesses where such individuals have accounts and where they work or have worked. The Companies may request a credit report or consumer report from consumer reporting agencies, as applicable, in considering this application for credit and later in connection with any update, review, renewal, extension of credit, collection of amounts delinquent or for other legitimate purposes associated with the credit. Upon request, the Companies will tell the undersigned whether or not such a report was requested and the name and address of any consumer reporting agency that furnished the report. The undersigned also authorizes the Companies to report the applicant's performance in connection with credit issued hereunder, if any, to credit bureaus and others who may properly receive such information. Late payments, missed payments or other defaults may be reflected in the applicant's credit report.

By submitting a credit application the undersigned acknowledges and agrees that the information in this application, as well as any updates to that information, will be provided to each of the Companies, as applicable.

The undersigned need not utilize credit provided hereunder, if any, and until it does it need not pay any fee.

The undersigned understands that the Companies are relying on the information provided herein in deciding to grant or continue credit. The undersigned represents and warrants that the information provided is true and complete and that the Companies may consider it as continuing to be true and correct until a written notice of change is given to the Companies by the undersigned.

The undersigned hereby agrees that any disputes arising out of this agreement or goods and merchandise ordered or delivered pursuant hereto will be governed and settled under applicable principles of New York State law, without regards to conflicts of laws principles that would cause the application of the laws of any other jurisdiction, under jurisdiction of the State of New York Courts and that venue in any such action shall be in the County of Herkimer.

In the event credit is approved, payment in full for all goods and merchandise is due to the applicable Company on the tenth (10th) day of the month after acceptance of such goods or merchandise, which shall be deemed to occur within twenty-four (24) hours of receipt thereof unless within such time the Companies have been notified that such goods and merchandise are rejected as nonconforming. Any past-due amounts are subject to a 2% late charge per month (an annual percentage of 24%), or the maximum percentage allowed by law, if lower. Credit granted hereunder, if any, will be suspended in the event any amount is past-due, and any and all amounts outstanding shall be accelerated and immediately become due and payable. Until full payment is received for goods and merchandise, the undersigned hereby grants to the

Companies a security interest in such goods and merchandise (the "Collateral") and hereby authorizes the Companies to file such financing statements relating to the Collateral without signature thereon as the Companies may deem appropriate, and appoints each of the Companies as attorney-in-fact (without requiring the Companies) to execute any such financing statement or statements and to perform all other acts which the Companies deem appropriate to perfect and continue the security interest herein granted and to protect, preserve, and realize upon the Collateral.

Each of the Companies reserves the right to revoke credit at any time. The undersigned agrees to make payment for all invoices whether said invoices are signed or unsigned. In the event this account is placed in the hands of a collection agency or attorney, or proceedings are instituted to collect a debt for goods or merchandise, the undersigned also agrees to pay all costs and reasonable attorney's fees incurred by the Companies.

All purchase orders submitted to the Companies shall be subject to, and shall be deemed to incorporate, all terms of this Application, and any term in any purchase order inconsistent with this Agreement shall have no effect whatsoever, unless the Companies expressly acknowledge the inconsistency in writing and expressly agree in writing to abide by such inconsistent term.

This application, and any credit granted hereunder, if any, shall not be assignable without the prior written consent of the Companies. In the event the applicant is a business, consent of the Companies shall be required for any change in ownership, measured from the date hereof, of more than fifty percent (50%) of its outstanding equity interests.

In the event credit is granted hereunder, No delay or omission on the part of the Companies in exercising any right hereunder shall operate as a waiver of such right or of any other right. No waiver by the Companies of any default will operate or be construed as a waiver of any other or future default or defaults, whether of a like or of a different character.

By signing this application, I acknowledge that I have read and understand the terms of sale and agree to abide by them.

DATE: _____

If Individual:

NAME: _____

SIGNED: _____

If Business:

COMPANY NAME: _____

SIGNED: _____

BY: _____

TITLE: _____

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Individual Personal Guaranty

Date _____, 20 _____

I, _____, residing at _____ (“Guarantor”), for and in consideration of Little Falls Lumber Co., Inc. or Little Falls Concrete Forming Co., Inc. (the “Secured Parties”) extending credit, at my request, to _____ (the “Company”), of which I am _____, hereby personally guarantee the full and prompt payment to Secured Parties when due of any and all indebtedness and other liabilities of the Company, whether now existing or incurred after the date hereof (the “Indebtedness”).

This Guaranty is and is intended to be a continuing and irrevocable guaranty of payment of the Indebtedness. This Guaranty and Guarantor's obligations hereunder shall not be modified, terminated, impaired or in any way affected by the execution, delivery or performance by Guarantor, Company or any other person or entity of any other guaranty, indorsement or other agreement or the delivery of collateral therefor.

This Guaranty shall not be changed or affected by any representation, oral agreement, act or thing whatsoever, except as herein provided. This Guaranty is intended by Guarantor to be the final, complete and exclusive expression of the agreement between Guarantor and Secured Parties. Guarantor expressly disclaims any reliance on any course of dealing or usage of trade or oral representation of Secured Parties.

No modification or amendment of any provision of this Guaranty and no waiver of any right by a Secured Party shall be effective unless in writing and signed by

a duly authorized officer of such Secured Party. If any default shall be made by the Company in the payment of any Indebtedness and such default continues beyond any applicable notice and cure periods, Guarantor hereby agrees to pay the same in full.

This Guaranty shall remain in full force and effect until all Indebtedness outstanding, any extensions, renewals or replacements thereof, together with interest accruing thereon, shall be finally and irrevocably paid in full.

If any provision of this Guaranty is unenforceable in whole or in part for any reason, it shall be deemed modified to the extent necessary to make it or the applicable provision enforceable, or if for any reason such provision is not deemed modified, the remaining provisions shall continue to be effective.

This Guaranty and the transactions evidenced hereby shall be construed under the laws of New York State without regard to principles of conflicts of law.

Signature _____

Witness: _____

Address: _____
