



Concord Lumber Corporation

and its wholly owned divisions and subsidiaries

P.O. Box 1526, Littleton, MA 01460

P: (978) 486-9877 F: (978) 952-2408

accountsreceivable@concordlumbercorp.com

Concord Lumber
Littleton Lumber Forester
Moulding & Millwork
The Kitchen Works
ColorWorks Paint & Decorating Stores

Please complete both sides of this application in full. Kindly print clearly.

ACCOUNT (LEGAL) NAME	DATE	SALESMAN NAME	
TRADE NAME (IF ANY)	TYPE OF BUSINESS (Builder, Remodeler, Painter, etc.)		
CONTACT NAME (IF DIFFERENT FROM ABOVE)	EMAIL		
TELEPHONE	ADDRESS		
ADDRESS	CITY	STATE	ZIP

For CREDIT APPLICATIONS the following information must be completed in full and signed (see back), and will be used in connection with our decision to grant or deny credit.

CREDIT AMOUNT REQUESTED	FEDERAL FEIN (TAX ID #)
SOCIAL SECURITY #	
TYPE OF BUSINESS <input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> LLC <input type="checkbox"/> LIMITED PARTNERSHIP <input type="checkbox"/> TRUST	
YEARS IN BUSINESS	DATE OF INCORPORATION
HAVE YOU EVER FILED FOR BANKRUPTCY? IF SO, WHEN?	BUILDER'S LICENSE #
PREVIOUS YEAR'S TOTAL SALES	DOES YOUR COMPANY USE A PURCHASE ORDER?

If partnership or proprietorship, list all principals, using additional sheets if necessary. If a corporation, identify the President, Secretary and Treasurer and note titles accordingly.

PRINCIPAL'S NAME/TITLE	HOME ADDRESS	OWN/RENT?	PHONE #
PRINCIPAL'S NAME/TITLE	HOME ADDRESS	OWN/RENT?	PHONE #
BANK REFERENCES (2 please)			
NAME OF BANK/LOCATION (CHECKING)	ACCT #	CONTACT PERSON	
NAME OF BANK/LOCATION (SAVINGS/MONEY MARKET)	ACCT #	CONTACT PERSON	
TRADE REFERENCES (3 please)			
VENDOR	ADDRESS	PHONE #	FAX #
VENDOR	ADDRESS	PHONE #	FAX #
VENDOR	ADDRESS	PHONE #	FAX #

This information has been given for the purpose of obtaining credit and is certified and warranted to be true. **NOTE: UNLESS YOU ADVISE US OTHERWISE IN WRITING, ALL EMPLOYEES OF YOUR BUSINESS ARE AUTHORIZED TO CHARGE ON THIS ACCOUNT.**

AGREEMENT

A prompt payment discount as shown on the statement will be allowed on applicable CURRENT PURCHASES only if payment is received within ten (10) days of the statement date. Payment IN FULL is due within thirty (30) days of the statement date. All invoices not paid in full within 30 days of each invoice date are subject to a monthly service charge of 1 and 1/2% simple interest. If placed for collection, Customer shall pay all costs of collection including reasonable attorneys' fees an amount not less than \$325.00 per hour which Customer hereby waives any right to contest same. This is a Massachusetts contract and shall be interpreted under the laws of the same. Customer hereby submits to the personal jurisdiction of Massachusetts and consents to be sued in Massachusetts and further agrees that any litigation brought against Concord Lumber Corporation and/or any of its wholly subsidiaries or divisions ("CONCORD") must be brought in a Massachusetts State Court. The terms set forth in this application as well as those on CONCORD's invoices, delivery receipts and/or statements govern all transactions between the parties. Terms and conditions set forth in any document supplied by Customer shall be null and void and are hereby specifically rejected. Customer hereby grants CONCORD a purchase money security interest in all goods and materials and proceeds therefrom which it has or will purchase as well as a security interest in all of the Customer's assets ("Collateral") with all of the rights of a secured creditor under the UCC and grants CONCORD an irrevocable limited power of attorney and authorizes CONCORD as attorney in fact to sign, file and/or record all assets UCC financing statement(s) and/or amendments thereto on its behalf at any time and from time to time in any jurisdiction to secure all obligations (including without limitation, costs of collection, interest and the reasonable attorney fees) of the Customer now due and which may become due as well as to establish, protect and enforce CONCORD'S rights under the Uniform Commercial Code as enacted in Massachusetts (unless any state where the Customer has a place of business affords greater protections to CONCORD). In the event of a default by the Customer or of the Guarantor(s), CONCORD may exercise all rights afforded by Article 9 of the UCC and may reclaim all goods, including inventory and equipment sold by it to the Customer. CUSTOMER HEREBY SUBORDINATES ALL OF ITS EXISTING AND FUTURE HOMESTEAD RIGHTS TO ANY JUDICIAL AND/OR STATUTORY LIEN OBTAINED AND/OR RECORDED BY US TO SECURE PAYMENT OF ANY OF CUSTOMER'S CURRENT AND FUTURE DEBTS OR OBLIGATIONS. CUSTOMER HEREBY GRANTS US AN IRREVOCABLE POWER OF ATTORNEY AND IRREVOCABLY AUTHORIZES US AS ITS ATTORNEY IN FACT TO SIGN AND RECORD ON BEHALF OF THE CUSTOMER AT ANY TIME AND FROM TIME TO TIME IN ANY JURISDICTION ANY DOCUMENT TO EFFECT SAID SUBORDINATION. THE CUSTOMER AND UNDERSIGNED INDIVIDUAL(S) WAIVE HIS/HER/ITS RIGHT TO A TRIAL BY JURY. CONCORD reserves all other remedies in law and equity and that all remedies set forth herein are cumulative thereto and agrees that we may change the terms of this agreement at our discretion. CONCORD and its agents, employees and attorneys may, from time to time, gather and use and share any and all financial and/or credit information relating to Customer and/or undersigned individuals which both authorize same and indemnifies and holds harmless CONCORD, its agents, employees and attorneys from any loss, claim and/or costs resulting from same. I/we agree that CONCORD may provide any such credit information to others without my/our prior consent. Unless CONCORD receives written notification by certified mail return receipt requested from Customer no later than thirty days prior to the transfer of the ownership of the Customer, Customer shall remain liable for all of its own debts and jointly and severally liable for the debts of the new Owner. In the event that Customer breaches this obligation, the undersigned individuals in their personally capacity, the Customer and the new owner of the Customer or successor entity or person shall be jointly and severally liable to CONCORD for all balances due and owing at and from the time of transfer. Balances due and owing from the Customer shall not be transferred without our express written consent, which may be withheld at our discretion. Invalidity of any part hereof shall not act as an invalidation of the whole hereof and all not invalidated parts shall be enforceable. Facsimile and email transmission of signature is enforceable as an original signature. This Agreement also binds CUSTOMER'S subsidiaries and affiliates. The CUSTOMER acknowledges that amount of credit requested is not a cap on CUSTOMER's liability. THE CUSTOMER WARRANTS THAT IT IS SOLVENT WHEN IT SIGNS THIS CREDIT APPLICATION AND SHALL REMAIN SO AT THE TIME OF EACH PURCHASE. CUSTOMER COVENANTS THAT IT WILL NOTIFY CONCORD IN WRITING PRIOR TO ANY PROPOSED PURCHASE MADE WHEN CUSTOMER IS NOT PAYING ANY OF ITS BILLS TO ANY PERSON OR ENTITY WHEN THEY ARE DUE. CUSTOMER STIPULATES THAT ANY BREACH OF ANY COVENANT AND/OR WARRANTY AS TO SOLVENCY SHALL BE DEEMED BY A COURT TO BE INTENTIONAL AND WAIVES THE RIGHT TO CHALLENGE SAME. CUSTOMER RECOGNIZES THAT THESE WARRANTIES AND COVENANTS ARE THE CUSTOMER'S AFFIRMATIVE OBLIGATIONS AND MATERIAL REPRESENTATIONS UPON WHICH CONCORD IS AND WILL RELY UPON FOR EACH SALE. THE UNDERSIGNED INDIVIDUAL(S) AND CUSTOMER ACKNOWLEDGES THAT EACH OF THE ABOVE REPRESENTATIONS, COVENANTS, SUBORDINATIONS AND WAIVERS HAVE BEEN KNOWINGLY AND VOLUNTARILY MADE AND THAT EACH IS A MATERIAL TERM AND CONDITION IN OUR DECISION TO EXTEND CREDIT. THE UNDERSIGNED ACKNOWLEDGES READING AND FULLY UNDERSTANDING EACH OF THE TERMS AND CONDITIONS SET FORTH HEREIN AND SIGNS THIS CONTRACT KNOWINGLY AND VOLUNTARILY.

Witness our hands and seals:

_____ Date	_____ Signature and address of person responsible for paying bill – Print Name	_____ Social Security Number
_____ Date	_____ Signature and address of person responsible for paying bill – Print Name	_____ Social Security Number

PERSONAL GUARANTY OF COMMERCIAL OBLIGATIONS

In consideration of the extension of credit by CONCORD LUMBER CORPORATION and/or any of its wholly owned subsidiaries or divisions ("CONCORD") to the above referenced Customer and for other good and valuable consideration receipt of which is acknowledged, undersigned together with their respective heirs and beneficiaries, executors and administrators, successors and assigns hereby unconditionally personally guaranty payment of all money and obligations now due or which hereafter become due from Customer to CONCORD and hereby waives any right to contest same. The personal joint and several liability of the undersigned is primary and shall not be affected by any discharge, extension of time, release of security, incorporation, merger, bankruptcy, transfer, reorganization or sale of Customer's business, acceptance of compromise or any other modification of the liability of Customer, and shall not be dependent upon recourse to any remedies against Customer. Undersigned hereby waives any notice of changes in terms and amount of extension of credit to Customer and waives any rights of set-off, redemption and counterclaim which may be alleged to exist in favor of Customer. The undersigned waives all surety rights, rights to presentment, demand and notice. Undersigned hereby subordinates all existing and future homestead rights to any judicial and/or statutory lien obtained and/or recorded by us to secure payment of any current and future debt or obligation of the Customer and/or the undersigned to us and hereby grants us an irrevocable power of attorney and irrevocably authorizes us as its attorney in fact to sign and record on its behalf any document we deem necessary to effect said subordination of homestead rights. Undersigned hereby waives all right to a trial by jury. This agreement covers any account of Customer and remains in full force and effect, unless and until 10 days after withdrawal by writing is received by CONCORD by registered mail, return receipt requested. Such withdrawal shall be effective prospectively only. No rights against the undersigned are waived by failure to exercise any rights against the Customer upon default. Undersigned hereby agrees to pay any and all of said sums, together with all costs of collection, including reasonable attorney's fees incurred enforcing this Guaranty. This is a Massachusetts contract and shall be interpreted under its laws. The undersigned hereby submits to the personal jurisdiction of Massachusetts and consents to be sued in Massachusetts pursuant to Massachusetts laws and further agrees that any litigation brought against us must be brought in a Massachusetts State Court. EACH OF THE ABOVE REPRESENTATIONS, COVENANTS, SUBORDINATIONS AND WAIVERS HAS BEEN KNOWINGLY AND VOLUNTARILY AND HAVE HAD THE OPPORTUNITY OF REVIEWING SAME WITH INDEPENDENT COUNSEL. THE UNDERSIGNED ACKNOWLEDGES READING AND FULLY UNDERSTANDING EACH OF THE TERMS AND CONDITIONS SET FORTH HEREIN AND SIGNS THIS GUARANTY KNOWINGLY AND VOLUNTARILY. CONCORD and its agents, employees and attorneys to gather and use any and all financial and/or credit information, consumer or otherwise, from time to time without the undersigned's knowledge at our sole discretion and may provide any such credit information to others without prior consent. Invalidity of any part hereof shall not act as an invalidation of the whole hereof and all not invalidated parts shall be enforceable. Undersigned acknowledges receipt of a copy of this agreement. Facsimile and email transmission of signature is enforceable as an original signature.

Witness my/our hand(s) and seal(s) this _____ day of _____ 20_____.

USE NO TITLES WHEN SIGNING - Use of Title shall not Negate Individual Liability.

_____ Date	_____ Signature and address – Print Name	_____ Social Security Number
_____ Date	_____ Signature and address – Print Name	_____ Social Security Number