

**PIXLEY LUMBER COMPANY**

715 WEST WILL ROGERS BOULEVARD  
PO BOX 308  
CLAREMORE, OK 74018  
PHONE (918) 341-4223 / FAX (918) 341-2769

OFFICE USE ONLY:

ACCOUNT NO. \_\_\_\_\_  
APPROVAL LTR \_\_\_\_\_  
ON COMPUTER \_\_\_\_\_ CREDIT LIMIT \_\_\_\_\_  
SALES TAX RATE \_\_\_\_\_  
DECLINED/APPROVED \_\_\_\_\_

**COMMERICAL CREDIT APPLICATION**

(NOT for Personal, Family or Household Purposes)

COMPANY NAME \_\_\_\_\_ OFFICE PHONE ( ) \_\_\_\_\_ FAX ( ) \_\_\_\_\_  
STREET ADDRESS \_\_\_\_\_ COUNTY \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
MAILING ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

**BUSINESS STRUCTURE**

CORPORATION  PARTNERSHIP  SOLE PROPRIETOR  LLC  OTHER \_\_\_\_\_  
DATE STARTED \_\_\_/\_\_\_/\_\_\_ DATE INCORPORATED \_\_\_/\_\_\_/\_\_\_ STATE OF REGISTRATION \_\_\_\_\_ FED TAX ID \_\_\_\_\_

**LIST PARTNERS, CORPORATE OFFICERS, LLC MANAGERS, OR OTHER PRINCIPALS**

NAME	TITLE	HOME ADDRESS	CITY/STATE	SSN	CELL
_____	_____	_____	_____	_____	( ) _____
_____	_____	_____	_____	_____	( ) _____
_____	_____	_____	_____	_____	( ) _____

IF A SUBSIDIARY OR DIVISION, NAME & LOCATION OF PARENT COMPANY \_\_\_\_\_

**INTENDED USE OF CREDIT**

TYPE OF BUSINESS \_\_\_\_\_  
ARE YOUR PURCHASES EXEMPT FROM SALES TAX? YES  NO  IF SO, EXPLAIN WHY \_\_\_\_\_  
**PLEASE ATTACH COPY OF EXEMPTION PERMIT** CREDIT LIMIT REQUESTED \_\_\_\_\_

**AUTHORIZED PURCHASERS**

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_  
4. \_\_\_\_\_ 5. \_\_\_\_\_ PURCHASE ORDER REQUIRED? YES  NO   
WHO IN YOUR COMPANY IS RESPONSIBLE FOR PROCESSING PAYMENTS? \_\_\_\_\_  
EMAIL ADDRESS \_\_\_\_\_ PHONE ( ) \_\_\_\_\_

**BANKING REFERENCES**

BANK \_\_\_\_\_ ACCOUNT OFFICER \_\_\_\_\_ PHONE ( ) \_\_\_\_\_  
BRANCH \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_

**FINANCIAL HISTORY**

HAS ANY OWNER, OFFICER, OR PARTNER, EITHER AS AN INDIVIDUAL OR FOR THE CURRENT ENTITY OR A PRIOR ENTITY, FILED BANKRUPTCY? YES  NO   
IF YES, INDIVIDUAL/ENTITY NAME \_\_\_\_\_ DATE FILED \_\_\_/\_\_\_/\_\_\_  
COURT JURISDICTION \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_

**TRADE REFERENCES**

COMPANY	MAILING ADDRESS	CITY / STATE	PHONE NO.
1 _____	_____	_____	( ) _____
2 _____	_____	_____	( ) _____
3 _____	_____	_____	( ) _____
4 _____	_____	_____	( ) _____
5 _____	_____	_____	( ) _____

**CONSENT TO RECEIVE INVOICES AND STATEMENTS ELECTRONICALLY**

→ I WISH TO RECEIVE INVOICE COPIES BY ... FAX  E-MAIL  BOTH   
EMAIL ADDRESS \_\_\_\_\_ FAX (IF DIFFERENT THAN ABOVE) ( ) \_\_\_\_\_  
→ I WISH TO RECEIVE MONTHLY SUMMARY STATEMENTS BY (CHOOSE ONLY ONE) ... FAX  E-MAIL  POSTAL   
EMAIL ADDRESS \_\_\_\_\_ FAX (IF DIFFERENT THAN ABOVE) ( ) \_\_\_\_\_

**CONSENT TO OBTAIN CONSUMER CREDIT REPORT**

THE UNDERSIGNED INDIVIDUAL WHO IS EITHER A PARTNER, CORPORATE OFFICER, LLC MANAGER, OR SOLE PROPRIETOR OF THE APPLICANT, RECOGNIZING THAT HIS OR HER INDIVIDUAL CREDIT HISTORY MAY BE A FACTOR IN THE EVALUATION OF THE CREDIT HISTORY OF APPLICANT, HEREBY CONSENTS TO AND AUTHORIZES THE USE OF CONSUMER CREDIT REPORT ON THE UNDERSIGNED BY THE ABOVE NAMED BUSINESS CREDIT GRANTOR, FROM TIME TO TIME AS MAY BE NEEDED, IN THE CREDIT EVALUATION PROCESS.

PRINT NAME \_\_\_\_\_

SIGN NAME \_\_\_\_\_

**PIXLEY LUMBER COMPANY COMMERCIAL CREDIT AGREEMENT**

The terms and conditions of this application shall, upon extension of credit to the undersigned (hereinafter "Applicant") by Pixley Lumber Company and its successors and assigns (hereinafter collectively referred to as the "Seller"), constitute a credit agreement between Applicant and Seller (hereinafter, this "Agreement") and shall take precedence over and supersede any and all conditions set forth by Applicant's purchase order, whether the order is written or verbal. Should credit be granted by Seller to Applicant, all credit shall be extended at the sole discretion of Seller. Seller may increase, decrease, or terminate any credit availability at any time within its sole discretion.

Applicant agrees to pay to the order of Seller: (1) all invoices by the tenth day of the month following sale or as otherwise stated on invoices or statements and, if not paid on or before said date, such invoices are then delinquent on the sixteenth; (2) default interest on any delinquent invoices at the rate of twenty one percent per annum or the maximum rate of default interest allowed in Oklahoma, whichever is less; and (3) all costs of collecting delinquent invoices and default interest including court costs, reasonable attorney fees, and collection agency fees.

Any sales that result from an extension of credit by Seller shall be construed under the laws of the State of Oklahoma and any lawsuits resulting from this extension of credit must be commenced in Rogers County. Applicant waives any and all objections to such location, including objections based on jurisdiction or venue. Applicant understands that Seller intends to rely on all of the information presented in this application in determining its creditworthiness and Applicant represents that such information is true, correct and complete.

Applicant agrees that all purchases made pursuant to extension of credit will incorporate Seller's standard Terms and Conditions of Sale

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, except that Applicant may not assign or otherwise transfer all or any part of its rights or obligations hereunder without prior written consent of Seller, and any such assignment or transfer purported to be made without such consent shall be ineffective. Seller may at any time assign or otherwise transfer all or any part of its interest hereunder or any credit extended hereunder, and to the extent of such assignment, the assignee shall have the same rights and benefits against Applicant as if such assignee were Seller.

Applicant represents and warrants to Seller that Applicant will use the credit requested hereunder for business and commercial purposes only, and not for personal, family or household purposes. Applicant understands that Seller is relying on foregoing representation and would not otherwise extend credit to Applicant.

Applicant hereby certifies the submitted information, given for the purpose of obtaining credit, is true and correct, and authorizes Seller to obtain such information as it may require concerning this application, and agrees that this application shall remain Seller's property whether or not credit is granted. Applicant agrees to promptly notify Seller of any changes to information on the Credit Application, in writing, at the address shown thereon.

APPLICANT AUTHORIZES AND CONSENTS TO ANY CONTACT WITH OR INQUIRY OF ANY PERSON, INDIVIDUAL, OR ENTITY OF ANY KIND REGARDING THE CREDIT HISTORY OR OTHER FINANCIAL INFORMATION OR REFERENCES OF APPLICANT AND EACH BUSINESS OWNER, PARTNER, OFFICER OR MANAGER OF APPLICANT, INCLUDING BANK AND TRADE REFERENCES AND INFORMATION FURNISHED BY CREDIT REPORTING AGENCIES. APPLICANT CONSENTS TO SELLER'S USE OF SUCH INFORMATION IN CONNECTION WITH ANY DECISION TO EXTEND OR TERMINATE CREDIT TO APPLICANT. APPLICANT AGREES TO RELEASE AND HOLD HARMLESS SELLER FROM, AND INDEMNIFY FOR, ANY CLAIMS OR LIABILITIES IN CONNECTION WITH SUCH INQUIRY.

APPLICANT HAS READ AND UNDERSTANDS THIS AGREEMENT, AND AGREES TO EACH AND EVERY PROVISION CONTAINED HEREIN.

APPLICANT:

By: \_\_\_\_\_ Date \_\_\_\_\_ By: \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Signature & Title Date Authorized Signature & Title Date

**GUARANTY/COMMERICAL**

In consideration of the extension of credit by PIXLEY LUMBER COMPANY, CLAREMORE, OK (hereinafter called "Seller") to \_\_\_\_\_ (hereinafter called "Buyer"), I (and if more than one, each of us jointly and severally) hereby absolutely and unconditionally guarantee payment when due to the Seller for all merchandise ordered by, produced for, delivered or shipped to the Buyer from time to time hereafter.

This guaranty shall be a continuing guaranty and until revoked shall cover future indebtedness of Buyer to Seller, as contemplated hereunder, including indebtedness arising under successive transactions that either continue the indebtedness or, from time to time, renew it after it has been satisfied.

If Buyer does not repay its indebtedness when due, I will personally be responsible for such indebtedness without the necessity of Seller exhausting its remedies against the Buyer. I also agree to pay all costs of collection including Seller's reasonable Attorney Fees and other costs incurred in collecting or attempting to collect all sums due Seller.

This guaranty may be revoked by written notice personally delivered or sent by certified mail to the Seller. Revocation shall be effective upon the Seller's receipt of the notice, or on such later date as may be indicated therein. Such revocation shall not release the Guarantor(s) from liability hereunder for merchandise ordered by, produced for, delivered or shipped to the Buyer prior to the receipt by the Seller of the notice of revocation.

All notices from the Seller of sales to the Buyer, defaults by the Buyer, demands for payment extensions of time, and other notices required or customarily given are hereby waived, and this guaranty shall not be affected by the acceptance by the Seller of partial payments nor by the receipt of other guaranties or security.

The liability of each Guarantor under this guaranty shall include a liability to Pixley Lumber Company for any sums recovered from Pixley Lumber Company by a bankruptcy trustee of the Buyer as preference payments or otherwise avoidable transfers made by the Buyer to Pixley Lumber Company which payments were made on account of, or in satisfaction of, obligations of the Buyer to Pixley Lumber Company which are covered by this guaranty.

In addition to all other liens against the properties of Guarantor(s), Pixley Lumber Company shall have a lien against the property now or hereafter in the possession of each Guarantor for all amounts due and not paid hereunder which lien may be exercised without demand or notice. Furthermore, all obligations of Buyer to each Guarantor are hereby subordinated to the indebtedness of Buyer to Pixley Lumber Company.

Witness by: \_\_\_\_\_ Date \_\_\_\_\_ Guarantor(s) \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_