



5560 SW 107<sup>th</sup> Ave, Beaverton, OR 97005  
 Office: 503-641-1611 | Fax: 503-520-5458  
 AIFPCredit@lumber.com

# CREDIT APPLICATION AND AGREEMENT

Please return completed application to [AIFPCredit@lumber.com](mailto:AIFPCredit@lumber.com) or fax 503-520-5458

New Account  Update/Reactivation  
 Date of Application \_\_\_\_\_

## APPLICANT

Legal Entity Business Name \_\_\_\_\_  
 Trade Style or DBA \_\_\_\_\_  
 Billing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Shipping Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Contact Email \_\_\_\_\_  
 Accounts Payable Contact Name \_\_\_\_\_ Email for Invoices \_\_\_\_\_

## ABOUT YOUR COMPANY

Requested Credit Line \$ \_\_\_\_\_ Estimated Annual Purchase Amount \$ \_\_\_\_\_  
 Federal Tax ID (FEIN#) \_\_\_\_\_ (Attach W-9)  
 State Resale Tax # \_\_\_\_\_ State \_\_\_\_\_ Exempt  Y  N (If Yes Required to Attach Exemption Certificates)  
 Type of Entity:  Sole Proprietor (Individual)  Corporation  Partnership  LLC  Other \_\_\_\_\_  
 Date Business Started \_\_\_\_\_ Years under present ownership \_\_\_\_\_  
 State of Organization/Incorporation \_\_\_\_\_ Nature of Business: \_\_\_\_\_  
 Has Applicant or any Principal declared Bankruptcy  Yes  No If Yes, Jurisdiction and date filed \_\_\_\_\_  
 Are there any outstanding liens or judgements against Applicant  Yes  No If yes, please detail \_\_\_\_\_

## TRADE REFERENCES \* Within the building materials industry and EMAIL addresses are PREFERRED

Company Name \_\_\_\_\_ Email \_\_\_\_\_ Fax # \_\_\_\_\_ Acct # \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone # \_\_\_\_\_  
 Company Name \_\_\_\_\_ Email \_\_\_\_\_ Fax # \_\_\_\_\_ Acct # \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone # \_\_\_\_\_  
 Company Name \_\_\_\_\_ Email \_\_\_\_\_ Fax # \_\_\_\_\_ Acct # \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone # \_\_\_\_\_

## PRINCIPALS/OFFICERS/MEMBERS/PARTNERS

Name \_\_\_\_\_ Title \_\_\_\_\_ Percentage Ownership if Applicable/any \_\_\_\_\_  
 Home Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_ Home Phone \_\_\_\_\_  
 Name \_\_\_\_\_ Title \_\_\_\_\_ Percentage Ownership if Applicable/any \_\_\_\_\_  
 Home Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_ Home Phone \_\_\_\_\_

## BANK INFORMATION \*Completed and signed bank authorization form REQUIRED (see page 2)

Bank Name \_\_\_\_\_ City/State \_\_\_\_\_

Applicant, its guarantors, agents and sureties (hereinafter collectively referred to as "Applicant") acknowledge that in the event this Credit Application is accepted and approved by American International Forest Products, LLC, and or its parent Forest City Trading Group LLC (collectively hereinafter referred to as "Seller") a credit account will be opened or maintained by Seller in the name and for the benefit of Applicant. In consideration for establishing or continuing commercial credit with Seller, and to apply to all existing balances as well as all future transactions with Seller, Applicant agrees to each and every term and condition set forth below. This Agreement amends and modifies any prior or contemporaneous agreement between Applicant and Seller. Applicant acknowledges and agrees that Seller may in its sole discretion, refuse to extend credit to Applicant at any time and in connection with any credit transaction or cease further extensions of credit without notice.

**PAYMENT TERMS:** The account terms set forth herein govern the credit relationship between Applicant and Seller. In the event of any conflict between the account terms set forth herein and credit terms contained in any other document, the terms and condition contained herein shall govern. The terms and conditions of all sales, lease, rental or consignment of goods, materials, equipment and provision of services (collectively, the "Goods") to the Applicant will be set forth in the Seller's Terms and Conditions with this application and appearing at [www.lumber.com](http://www.lumber.com). Applicant agrees to pay for Goods charged to its open account upon receipt of invoice and in accordance with stated invoice terms. Seller's standard terms of sale are .8% 10 calendar days after date of invoice (ADI), net 11 discount ADF and or delivered price unless otherwise stated. If Applicant fails to make any payment to Seller when due, Applicant's entire account(s) with Seller shall become immediately due and payable and Seller may immediately suspend further performance under any order with Applicant. All past due amounts are subject to a service charge of 1.5% per month or up to the maximum rate permitted by law. If Applicant is in default for non-payment, then in addition to other remedies, Applicant agrees to reimburse Seller all costs of collection, including reasonable attorneys' fees, collection fees and costs.

**CREDIT INVESTIGATION:** Applicant hereby authorizes Seller to (i) investigate Applicant's credit history and financial history and obtain credit and financial information from banks, credit bureaus, trade references, and other sources, from time to time, (ii) request each of the aforementioned to advise Seller of its credit experience with and to express an opinion as to the credit record of Applicant or other such person as such party may deem appropriate, and (iii) release any credit information including but not limited to Applicant's Balance Sheet, Cash Flow Statement and Income Statement to Seller. If Applicant is a partnership or a sole proprietorship, authorization is granted to Seller to investigate the personal credit history of the individuals named above, which may include obtaining personal credit reports from various reporting agencies.

**SECURITY:** To secure payment and performance of all present and future debts, obligations or evidences of indebtedness (collectively, the "Obligations") of Applicant to Seller, Applicant hereby grants Seller a Purchase Money Security Interest in all goods, inventory, equipment and materials whenever distributed, sold, consigned, leased, rented or delivered, directly or indirectly, to or for the benefit of Applicant by Seller. This includes all construction related materials and services sold by Seller, including but not limited to construction materials, concrete forming and accessories, forming and shoring systems, along with tools, safety accessories and related supplies and any and all proceeds of the same (collectively, the "Collateral"). All Collateral shall be used in Applicant's business for commercial use only and not for Applicant's consumer, personal or household use. A copy of this agreement may be used as a security agreement for granting a security interest in the Collateral. The security interest extends to all repossessions, returns and all proceeds of the Collateral, whether from sale, lease, rental or otherwise, and all existing or subsequently arising accounts and accounts receivable, chattel paper, general intangibles, and supporting obligations which may from time to time hereafter come into existence during the term of this Agreement or for so long as any Obligations under this Agreement are owed by Applicant to Seller. Applicant authorizes Seller to file financing statements (and continuations of financing statement) describing the collateral along with any notices and will cooperate with and assist Seller in taking any other necessary action to perfect and protect Seller's security interest in the Collateral.

**INDEMNITY:** To the fullest extent permitted by law, Applicant shall fully and forever defend (with counsel satisfactory to Seller), indemnify and hold Seller and its agents, officers, directors, employees, insurers and assigns harmless from any and all claims and damages, direct, consequential, incidental or otherwise arising by reason of or related to the Goods and any Collateral or acts or omissions of the Applicant or Applicant's employees or agents.

**NON-WAIVER:** The reference to "requested limit" in this application shall not limit Applicant's liability. Nothing contained herein shall be construed as a waiver by Seller of any lien rights or rights which it may now have or hereafter acquire by law, nor shall anything stated herein be construed as an obligation to extend credit to Applicant under any circumstances.

**CHANGE OF TERMS:** These terms and conditions may be revised or amended by Seller at any time, without consent of or written notice to Applicant. No right or interest in this agreement may be assigned by Applicant without written consent of Seller. Applicant agrees that Seller may assign, sell or encumber all or any part of this account, note, or any portion thereof without notice to Applicant.

**SET OFF:** Applicant agrees that Seller may, to the extent permitted by applicable law, set-off and apply any and all Collateral at any time held or other Obligations owed by Applicant against any and all obligations of the Seller now or hereafter existing under this Agreement or any other agreement, irrespective of whether Seller shall have made any demand under this Agreement or any other agreement, and although such obligations may be contingent or unmatured.

**GOVERNING LAW & JURISDICTION:** This Agreement shall be governed by the laws of the State of Oregon, without regard to its conflict of laws provision. Seller may, at its sole election, compel arbitration of any action brought in connection with this Agreement. If Seller elects not to compel arbitration, Applicant consents to any action proceeding in the non-exclusive jurisdiction of the state or federal courts located in the State of Oregon.

**SEVERABILITY:** If any term of this Agreement is invalid, the invalid language shall be considered deleted from the Agreement and shall not invalidate the remaining language.

**CERTIFICATION:** The undersigned certifies the following: (1) the information provided herein is true and correct and has been submitted as material inducement to obtain commercial credit; (2) I am authorized to execute applications and other documents required to establish commercial credit accounts on behalf of Applicant; (3) Seller is hereby authorized to investigate and verify any information provided and inquire of references or others as to ongoing credit worthiness and Applicant agrees that this Agreement and any extension of credit to Applicant are subject to continuous credit review and approval; (4) Seller may answer inquiries from others about its credit experience with the Applicant; (5) I have read, understood and agreed to all of the terms, and agree to notify Seller, in writing via certified mail, of any material change in name, ownership, location, or corporate status of Applicant within five (5) days of such change taking effect; and (6) if Applicant fails to provide Seller with the current list of authorized signers on my account or notify Seller of any changes to authorized signers on Applicant's account, Applicant shall be solely responsible for unauthorized charges to Applicant account. This authorization is continuing in nature and used periodically to obtain updated information.

<p>X _____ Authorized Representative (Signature)</p>	<p>_____  Printed Name &amp; Title</p>	<p>_____  Date</p>
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Please return completed application with current financials, W-9, and Tax Exemption certificate(s) to [aifpcredit@lumber.com](mailto:aifpcredit@lumber.com)  
or fax Attn: Credit Department 503-520-5458  
5560 SW 107<sup>th</sup> Avenue, Beaverton, OR 97005

TO EXPEDITE THE APPROVAL PROCESS, PLEASE COMPLETE ALL FIELDS.  
ALL INFORMATION WILL BE HELD IN STRICT CONFIDENCE AND WILL BE USED SOLELY FOR THE PURPOSE OF  
EXTENDING CREDIT



**AUTHORIZATION FOR RELEASE OF CREDIT & BANK INFORMATION**

DATE: \_\_\_\_\_

**LENDER BANK**

Bank Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Line of Credit Acct #: \_\_\_\_\_ Loan Acct #: \_\_\_\_\_

Savings Acct #: \_\_\_\_\_ Checking Acct #: \_\_\_\_\_

The undersigned hereby authorizes the financial institution indicated above to release account(s) and other financial information to American International Forest Products, LLC or its parent corporation, Forest City Trading Group, LLC for the purpose of establishing and/or updating credit information. Information released may include depository account history, line of credit limit and loan balance, excess availability and covenant compliance. This Authorization shall be continuing in nature and may be used periodically to obtain updated information.

\_\_\_\_\_  
Name of Company (Print or type)

X \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title (MUST BE AUTHORIZED SIGNER ON ACCOUNTS)

\_\_\_\_\_  
Authorized signer email address

**Please return completed authorization to [AIFPCredit@lumber.com](mailto:AIFPCredit@lumber.com) or fax 503-520-5458**

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## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number	
	-
or	
Employer identification number	
	-

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding.
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

## UNIFORM SALES & USE TAX EXEMPTION/RESALE CERTIFICATE — MULTIJURISDICTION

The below-listed states have indicated that this certificate is acceptable as a resale/exemption certificate for sales and use tax, subject to the notes on pages 2–4. The issuer and the recipient have the responsibility to determine the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: \_\_\_\_\_

Address: \_\_\_\_\_

I certify that:

Name of Firm (Buyer): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

is engaged as a registered

Wholesaler

Retailer

Manufacturer

Seller (California)

Lessor (see notes on pages 2–4)

Other (Specify) \_\_\_\_\_

and is registered with the below-listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, or ingredients or components of a new product or service to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) selling (California) the following:

Description of Business: \_\_\_\_\_

General description of tangible property or taxable services to be purchased from the Seller: \_\_\_\_\_

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AL <sup>1</sup>		MO <sup>16</sup>	
AR		NE <sup>17</sup>	
AZ <sup>2</sup>		NV	
CA <sup>3</sup>		NJ	
CO <sup>4</sup>		NM <sup>4,18</sup>	
CT <sup>5</sup>		NC <sup>19</sup>	
DC <sup>6</sup>		ND	
FL <sup>7</sup>		OH <sup>20</sup>	
GA <sup>8</sup>		OK <sup>21</sup>	
HI <sup>4,9</sup>		PA <sup>22</sup>	
ID		RI <sup>23</sup>	
IL <sup>4,10</sup>		SC	
IA		SD <sup>24</sup>	
KS		TN	
KY <sup>11</sup>		TX <sup>25</sup>	
ME <sup>12</sup>		UT	
MD <sup>13</sup>		VT	
MI <sup>14</sup>		WA <sup>26</sup>	
MN <sup>15</sup>		WI <sup>27</sup>	

I further certify that if any property or service so purchased tax free is used or consumed as to make it subject to a Sales or Use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the Seller for added tax billing. This certificate shall be a part of each order that we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by thee city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: \_\_\_\_\_

(Owner, Partner, or Corporate Officer, or other authorized signer)

Title: \_\_\_\_\_

Date: \_\_\_\_\_