



CREDIT APPLICATION AND AGREEMENT

Please return completed application to Credit@BIFP.com or fax 205-972-1481

300 Riverhills Business Park, Suite 320
Birmingham, AL 35242
Office: 205-972-1500 | Fax: 205-972-1481
Credit@BIFP.com

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 _____

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 _____

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 # _____

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

Bank Name _____ City/State _____



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 of account(s) and other financial information to Birmingham International or its parent corporation, Forest City Trading Group for the purpose of establishing and/or updating credit information. Information released may include depositary 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

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 Birmingham International Forest Products, 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, leases, rentals or consignment of goods, materials, equipment and provision of ancillary services (collectively, the "Goods") to the Applicant are set forth in the Seller's Order Confirmation Terms and Conditions set forth at www.bifp.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 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 repossession, 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.

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.

	_____	_____	_____
	Authorized Representative (Signature)	Printed Name & Title	Date

Please return completed application with current financials, W-9, and Tax Exemption certificate(s) to Credit@BIFP.com
or fax Attn: Credit Department 205-972-1481
300 Riverhills Business Park, Suite 320, Birmingham, AL 35242

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