



Corporate Headquarters

5124 South Peoria

Tulsa, Oklahoma 74105

Phn: 918.587.4431

Fax: 918.587.0375

Claremore Branch

408 S. JM Davis Blvd.

Claremore, Ok 74017

Phn: 918.343.0700

Fax: 918.343.0701

Empire Kitchen & Bath

11367 E. 61st Street

Broken Arrow, Ok 74012

Phn: 918.744.1777

Fax: 918.744.1177

CREDIT APPLICATION

| | | | |
|--------------------------------------|---------|--------|-------|
| Applicant/Applicant's Legal name: | | | Date: |
| Applicant/Applicant's Trade name(s): | | | |
| Billing Address: | | | |
| City: | County: | State: | Zip: |
| Shipping Address: | | | |
| City: | County: | State: | Zip: |
| Office # | Fax # | | |

| | | |
|--|--|--------|
| Chief Executive Officer: | Phone: | Email: |
| Payable Contact/Phone: | Phone: | Email: |
| Purchasing Contact/Phone: | Phone: | Email: |
| What is your primary form of business? (Service, New Construction, Manufacturing, etc) | | |
| Business Status: <input type="checkbox"/> Non-Profit <input type="checkbox"/> Corporation <input type="checkbox"/> Sole-Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> LLC | | |
| Require Purchase Order? <input type="checkbox"/> Yes <input type="checkbox"/> No | Price Out Pick Ticket? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| How long at present location? | Will you pay from faxed invoices? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Federal ID # | Charge Sales Tax? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| State of Organization: | If "No" indicate reason <input type="checkbox"/> Reseller <input type="checkbox"/> Exempt | |
| Date of Organization: | If "No" please attach copy of tax certificate | |
| Requested Credit Limit: | Resale Tax Permit ID # | |

| References (please fill out completely or attach reference sheet, and sign below) | | | | |
|---|---------|------------------|---------|---------|
| Trade Name | Address | City, State, Zip | Phone # | Fax # |
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| Bank Name | Address | City, State, Zip | Acct # | Phone # |
| | | | | |

Name of Bank Officer:

| IF APPLICANT IS A SOLE PROPRIETORSHIP, COMPLETE THE FOLLOWING: | | | | |
|--|-------------|--------|------|--|
| Sole Proprietor's Residence Address (NOT A P.O. BOX): | | | | |
| City: | County: | State: | Zip: | |
| Home Phone: | Cell Phone: | | | |
| Social Security Number: | | | | |
| Driver's License Number and State of Issue: | | | | |

| IF APPLICANT IS AN ENTITY, SUCH AS A PARTNERSHIP, CORPORATION, LIMITED LIABILITY COMPANY, OR OTHER: | | | | |
|---|-------|---------|------------------|-------|
| Name of all Owners, Corporate Officers, Managers, or Members (Attached Additional Sheet if Needed) | | | | |
| Name | Title | Address | City, State, Zip | Phone |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |

| For Empire Plumbing Use Only | | | | |
|------------------------------|------------------|-------------------|--------------|--------------|
| Approved? | Credit Limit: \$ | Terms: | Approved By: | Date Active: |
| Account #: | Price Level: | If Declined, Why? | | |
| Comments: | | | | |

APPLICANT -- READ THE FOLLOWING CAREFULLY!

APPLICANTS RESOLUTION

(The following must be completed by an officer or legal agent of the Applicant for consideration of any extension of credit)

In consideration of Empire Plumbing Supply, Inc.'s consideration of the foregoing request that you extend credit, and in consideration of any extension of credit, the undersigned credit applicant agrees: to promptly pay for all goods sold by you to the applicant on account in accordance with the terms of your invoices, statements and published terms and conditions (a current copy of which is at the bottom of this application) which the applicant understands Empire Plumbing Supply, Inc. may change from time to time as it deems necessary in its sole discretion; that accounts not paid when due in accordance with all the terms of Empire's invoices and statements shall be assessed late charges at the rate of two per cent (2%) per month until paid; to pay all of Empire's costs of collection, including attorney fees; that Empire is hereby granted a security interest in all merchandise and equipment sold by Empire to the applicant to secure the payment and performance of all of the applicant's obligations arising hereunder; that Empire is hereby authorized to investigate the applicant's credit worthiness, history and record, and to interview the references herein contained and to take all such actions as it deems necessary to evaluate this application for credit; to immediately notify Empire, in writing, of any change in ownership or form of the applicant's business and of any change of address; that any disputes regarding this agreement or any collection activities arising hereunder except for cases in which Empire seeks to foreclose statutory lien rights against real property must be litigated in Tulsa County, Oklahoma, and that the substantive laws of the state of Oklahoma shall apply thereto; and that any agreement by Empire to extend credit to the applicant may be terminated by Empire at anytime in its sole discretion. The person signing this application personally warrants and represents, as a material inducement to Empire's consideration hereof, that all information set forth in this application for credit is true and correct and that such person has all necessary and legal authority required to complete this application and to bind the applicant to the terms herein above set forth.

Attention--this is a legally binding agreement. Your signature below verifies that you have read, understand, and agree to be bound by all of the provisions hereof.

Dated this _____ day of _____, 200__.

Signature On behalf of the Applicant, and as its duly authorized agent _____ Printed Name _____ Title, Position or Office _____

PERSONAL GUARANTY

(Must be completed by one or more principals of applicant if not a sole proprietorship)

The undersigned, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, including any extension of credit to the above named applicant, does hereby unconditionally guarantee, jointly and severally, if more than one, to Empire Plumbing Supply, Inc., full and prompt performance and payment of all obligations of the above named applicant to Empire Plumbing Supply, Inc. and agrees that it may proceed directly against any or all of the undersigned, jointly and severally, to enforce same without necessity of taking any action whatsoever against the applicant or any of the applicant's assets or any collateral which may secure same to enforce any of the applicant's obligations. The undersigned hereby waives: any and all notice of the acceptance of this guaranty; notice of the creation of any indebtedness; any presentment, demand for payment, notice of default or non-payment, notice of sale of security, notice of dishonor or protest to or upon any party and all other notices whatsoever. This personal guaranty is understood to be unlimited in amount. The undersigned may, only by written notice given to and received by Empire Plumbing Supply, Inc. withdraw only from liability for additional indebtedness of the above named applicant incurred after the time of receipt of such notice. The liability of each undersigned guarantor(s) is joint and several and shall not be otherwise affected but shall continue until all obligations and indebtedness of the above named applicant existing at the time of the receipt of such notice are fully paid and performed.

Attention--this is a legally binding agreement. Your signature below verifies that you have read understand and agree to be bound by all of the provisions hereinabove set forth.

First Guarantor's Signature: _____ Date: _____

Guarantor's Name: _____

Guarantor's Address: _____

Guarantor's Home Telephone #: _____ Guarantor's Social Security #: _____

Second Guarantor's Signature: _____ Date: _____

Guarantor's Name: _____

Guarantor's Address: _____

Guarantor's Home Telephone #: _____ Guarantor's Social Security #: _____

Third Guarantor's Signature: _____ Date: _____

Guarantor's Name: _____

Guarantor's Address: _____

Guarantor's Home Telephone #: _____ Guarantor's Social Security #: _____

EMPIRE PLUMBING SUPPLY, INC. * CREDIT POLICY *****

1. TO APPROVE CUSTOMERS WE SELL ON AN OPEN ACCOUNT.
2. FOR APPROVED CUSTOMERS ONLY, PAYMENT IS DISCOUNTABLE BY 2% BY THE 10TH DAY FOLLOWING THE MONTH OF PURCHASE. DISCOUNT IS FIGURED ON SUBTOTAL ONLY. PAYMENT AFTER THE 10TH IS DISALLOWED A DISCOUNT AND IS DUE BY THE 25TH OF THE MONTH.
3. PAYMENT FOR NET 30 CUSTOMERS IS DUE BY THE 10TH DAY FOLLOWING THE MONTH OF PURCHASE AND LATE AFTER THE 25TH.
4. MONTHLY BILLING CYCLE CLOSES ON THE LAST DAY OF EACH MONTH. SERVICE CHARGES BEGIN ACCRUING ON THE 1ST OF THE FOLLOWING MONTH AT 2% PER MONTH AND WILL BE LEVIED EACH MONTH ON ANY PAST DUE BALANCE. ANNUAL PERCENTAGE RATE IS 24%.
5. THE FEE FOR CHECKS RETURNED BY THE BANK FOR ANY REASON IS \$25.00.
6. EMPIRE MAY IN ITS SOLE DISCRETION REFUSE OR DISCONTINUE CREDIT UPON THE OCCASION OF ANY CREDIT CUSTOMER'S BREACH OR VIOLATION OF THE PROVISIONS OF ITS CREDIT APPLICATION INCLUDING THE PROVISION OF INCOMPLETE OR FALSE INFORMATION OR THE FAILURE TO PROMPTLY PAY ALL SUMS DUE IN ACCORDANCE WITH THE TERMS OF THE APPLICATION AND / OR EMPIRE'S CREDIT POLICIES THEN IN EFFECT.