



MILLS & NEBRASKA

ARCHITECTURAL WOOD DOORS & HARDWARE
HOLLOW METAL - WASHROOM ACCESSORIES
COMMERCIAL INSTALLATION AND SERVICE

CENTRAL FLORIDA LUMBER AND SUPPLY COMPANY, INC.
CORPORATE OFFICE • 2721 REGENT STREET • ORLANDO, FLORIDA 32804
PHONE: 407-896-3338 FAX: 407-897-3821

APPLICATION AND CREDIT AGREEMENT

DEA:
MILLS & NEBRASKA LUMBER CO.
M & N DOOR & TRIM CO.
MILLS & NEBRASKA TRUSS CO.
MILLS & NEBRASKA BUILDING MATERIALS, INC.

- * To speed processing of your application, please attach copies of:
 - Two years financial statements or tax returns
 - Notices of Commencement for jobs you will be starting
 - If faxing application; please mail the original hard copy at your earliest convenience

- * INDIVIDUALS COMPLETE: PARTS 1, 3, 4, 6, 7, and 8
- * BUSINESSES COMPLETE: ALL PARTS

| PART 1. COMPANY / INDIVIDUAL INFORMATION | | | |
|--|--|--|---|
| NAME | SUMTER COUNTY BOCC | TELEPHONE | 352-793-0200 |
| STREET ADDRESS (REQUIRED) | 910 N MAIN ST BUSHNELL FL 33513 | FAX | 352-793-0207 |
| MAILING ADDRESS | 910 N MAIN ST RM 201 BUSHNELL FL 33513 | CITY, STATE, ZIP | |
| THIS LOCATION IS: (CHECK ONE) | | | |
| <input type="checkbox"/> OWNED | | <input type="checkbox"/> LEASED | |
| PART 2. COMPANY INFORMATION | | | |
| CHECK ONE: (*ATTACH APPROPRIATE BACKUP: Plaintiff Name Filing, Articles of Incorporation, Partnership Agreement) | | | |
| <input type="checkbox"/> PROPRIETOR* | | <input type="checkbox"/> PARTNERSHIP* | |
| <input checked="" type="checkbox"/> NONPROFIT* | | <input type="checkbox"/> CORP*: STATE OF | |
| NATURE OF BUSINESS | ESTABLISHED (MO/YR) | STATE LICENSE # | TYPE |
| COUNTY GOVERNMENT | FED ID # | 59-6000865 | |
| WILL PAYMENT BE MADE FROM LOCATION ABOVE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | | | |
| IF NO, WHERE? (COMP NAME, ADDRESS, CITY, STATE, ZIP, TELEPHONE) | | | |
| CLERK OF CIRCUIT COURT 209N FLORIDAST BUSHNELL | | | |
| ACCOUNTING PAYABLE SUPERVISOR NAME | PRIOR NAME/ADDRESS OF COMPANY | NAME/ADDRESS PARENT COMPANY | |
| JOHN LEGE | FINANCE DIRECTOR | FL 33513 | |
| P.O. # REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | JOB ACCOUNTING REQUIRED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | CREDIT LINE REQUESTED | SALES TAX EXEMPT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| | | \$ 70,000 | |
| PART 3. INDIVIDUAL / STOCKHOLDER INFORMATION | | | |
| OWNERS OR PRIMARY CORPORATION OFFICERS/ STOCKHOLDERS | | | |
| LEGAL NAME/TITLE | STREET ADDRESS, CITY, STATE, ZIP | HOME TELEPHONE | SOCIAL SECURITY # |
| N/A | | | |
| PREVIOUS ADDRESS OF ANY OF THE ABOVE IF LESS THAN 3 YEARS | | NAMES/ADDRESSES OF OTHER COMPANIES OWNED | |
| | | | |
| PART 4. BANKING | | | |
| NAME OF BANK | SUN TRUST BANK | ACCOUNT NUMBERS: | |
| ADDRESS | 401 E JACKSON ST 10TH FL TAMPA FL | CHECKING | 0416500006854 |
| NAME OF BANKER | ADAM HORN | LOAN | |
| TELEPHONE | 813-224-2552 | SAVINGS | |
| FAX | 813-224-2424 | | |
| PART 5. REFERENCES | | | |
| MAJOR TRADE REFERENCES | | | |
| NAME | STREET ADDRESS, CITY, STATE, ZIP | TELEPHONE | ACCOUNT NUMBER |
| EMMETT SAPP BUILDERS INC | 4430 NE 83RD RD WILDWOOD FL 34785 | 352-748-1949 | |
| GREG CONSTRUCTION CO. | 9030 W FORT ISLAND TRAIL, CRYSTAL RIVER FL 34429 | 352-794-4140 | |
| PART 6. GENERAL INFORMATION | | | |
| OUR UNENCUMBERED NET WORTH | | WE RATE OUR CURRENT FINANCIAL CONDITION AS | |
| \$ | | | |
| SPECIAL INSTRUCTIONS | | AUTHORIZED USERS | |
| | | | |

PART 7. TERMS AND CONDITIONS

I/We, the undersigned (hereinafter referred to as "I/We") warrant the information herein given is correct and true and is submitted for the purpose of obtaining credit from Central Florida Lumber & Supply Co., Inc. (Mills & Nebraska), here and after referred to as "CFLS". I/We authorize CFLS to investigate and verify our credit background and financial responsibility and further authorize our references, including banking verification: I/We authorize CFLS to release our credit information to other companies for the purpose of obtaining credit. I/We warrant under penalty of perjury that I/We and/or the business entity I/We represent are solvent and able to pay their obligations as they become due. I/We agree to all of the terms and conditions of sale of CFLS as listed herein and as incorporated on CFLS invoices, quotes, etc.:

1. Credit terms are net 30 from billing date. Monthly statements are mailed for reconciliation purposes only. I/We agree immediately upon receipt to examine CFLS invoices and within 10 days of the invoice date to advise CFLS in writing of any transactions in dispute. Failure to notify CFLS of any dispute shall constitute a complete waiver of any and all such dispute.
2. ~~All charges not paid in accordance with terms shall be subject to a finance charge of 1 1/2% per month, 18% per annum, or the maximum permitted by law. Nonpayment of finance charges, restocking charges or improperly taken discounts will be subject to the same terms as normal charges.~~ **PER FLORIDA STATUTE, WE DO NOT PAY FINANCE CHARGES**
3. Goods may be returned within 30 days of invoicing subject to a restocking charge if they are in resalable condition. No credit will be given for soiled or damaged goods or for special order items.
4. Any endorsement placed on a check tendered for payment which purports to be any release of CFLS's rights shall be without effect.
5. All payments are due at Orlando, Orange County, Florida.
6. In the event customer fails to designate, in writing with each payment, which job such payment is to be applied against, I/We hereby designate that any such payment shall be applied to the oldest invoices first.
7. If the account is not paid in full as agreed, I/We agree to pay all costs and expenses of collection, including reasonable attorneys fees, whether or not legal action is filed, including costs and expenses on appeal.
8. I/We hereby waive any right to trial by jury and all rights to venue under Chapter 47, Florida Statutes, as it now exists or may hereafter be amended and agree that any and all legal action may be brought in the appropriate court in Orange County, Florida.
9. I/We agree to provide a copy of all recorded Notices of Commencement and Payment Bonds on all jobs to which CFLS provides materials. As a normal business practice CFLS serves Statutory Notices to Owner.
10. For non-taxable sales, I/We agree to execute and keep on file at CFLS a Blanket Certificate of Resale.
11. If credit is established, CFLS has the right to terminate open credit privileges at anytime at CFLS's sole discretion without prejudice to any claims or damages CFLS may be entitled to make.
12. I/We agree to provide CFLS written notice return receipt requested of any changes in ownership or officers within five business days of such changes.
13. I/We agree any failure to timely pay any amounts due pursuant to this account, shall be a default of this credit application/agreement and any and all agreements between the parties which have not been fully performed by both parties.
14. I/We hereto acknowledge that the terms of this credit application/agreement cannot be altered, deleted or amended without a separate and distinct credit agreement (separate from any other writing or agreement) negotiated and executed in writing by CFLS and that if any discrepancy exists between this credit agreement/application and any such future contract for the sale and/or installation of goods, then and in such event, it is the parties intention that the terms of this credit application/agreement shall govern insofar as it relates to any account indebtedness of applicant.

| | | | |
|------------|-------|------------|-------|
| SIGNATURE | DATE | SIGNATURE | DATE |
| PRINT NAME | TITLE | PRINT NAME | TITLE |

PART 8. PERSONAL GUARANTEE

In consideration of Central Florida Lumber & Supply Co., Inc. (Mills & Nebraska), here and after referred to as "CFLS", granting credit to the applicant and/or for value received, I/We the undersigned, jointly and severally, in an individual capacity and not as an agent for the applicant, hereby personally and unconditionally guarantee the payment of any balance that may become due CFLS, including all costs and collection expenses, including reasonable attorneys fees, whether or not legal action is filed, including costs and expenses on appeal. I/We, hereby specifically agree that CFLS may initiate a suit against the undersigned without joining or contemporaneously suing the applicant. This is a continuing guarantee unless terminated in writing via certified mail/return receipt requested received at the credit office of CFLS. It is understood that said termination shall be prospective in effect only and that this guarantee shall remain in effect with regard to any balances incurred prior to the date of receipt of termination. We hereby waive notice of acceptance hereof, amounts of sales, dates of shipments or deliveries, and notice of default in payment. I/We waive any head of family garnishment exemption for disposable earnings which are greater than \$500 per week. I/We hereby waive any right of trial by jury and all rights to venue under Chapter 47, Florida Statute, as it now exists or may hereafter be amended.

| | | | |
|-------------------------------|------|-------------------------------|------|
| INDIVIDUALLY | DATE | INDIVIDUALLY | DATE |
| SPOUSE OF ABOVE, INDIVIDUALLY | DATE | SPOUSE OF ABOVE, INDIVIDUALLY | DATE |
| INDIVIDUALLY | DATE | INDIVIDUALLY | DATE |
| SPOUSE OF ABOVE, INDIVIDUALLY | DATE | SPOUSE OF ABOVE, INDIVIDUALLY | DATE |