

KNECHT/NEWKIRK APPLICATION FOR CHARGE ACCOUNT

Customer/Applicant Name _____

Street Address _____

P.O. Box _____ City _____ State _____ Zip _____

Business Phone # _____ Cell # _____ Home # _____

E-mail Address _____ Contact Person(s) _____

Social Security # _____ Line of Credit Desired \$ _____

PERSONS AUTHORIZED TO CHARGE ON CHARGE ACCOUNT (*Signatory must be a proprietor, general partner or officer of the company with authority to enter into contractual agreements to borrow money*)

Name (Print)

Name (Print)

Name (Print)

Name (Print)

- RESTRICTIONS:**
- The above persons may charge to customer's account without a purchase order
 - There are no restrictions as to who can charge to my account and NO purchase order is required
 - Customer requires a purchase order for charges to be made to its account

REFERENCES:

Bank (*Customer's Primary Bank*): _____ Contact Person: _____

Address: _____ Phone: _____

City: _____ State: _____ Zip: _____

Account No./Type: _____

TRADE REFERENCES:

Name: _____ Phone #: _____ Fax #: _____

Name: _____ Phone #: _____ Fax #: _____

Name: _____ Phone #: _____ Fax #: _____

This application is a binding contract and shall be deemed accepted by Creditor upon opening of Customer's charge account. If Customer is sales tax exempt, please provide a copy of your Tax Exempt Certificate.

Signature: _____ Date: _____ Signature: _____ Date: _____

Title: _____ Title: _____

Print Name: _____ Print Name: _____

PERSONAL GUARANTY OF CREDITOR COMMERCIAL CHARGE ACCOUNT

The undersigned Guarantor(s), (jointly and individually if more than one guarantor) for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged and as inducement to *Creditor to extend credit to _____ (hereafter "Customer"), pursuant to the Application for Commercial Charge Account dated _____ at any of the stores referenced below, hereby personally guarantee(s) the payment of any and all obligations of the Applicant to Creditor and hereby agree(s) to pay Creditor on demand any sum which may become due to Creditor by the Applicant, in the event Applicant fails to pay such obligations prior to the same becoming delinquent. It is understood and agreed that this guarantee is a continuing and irrevocable personal guarantee and indemnification of any obligation of Applicant to Creditor. The undersigned hereby waive(s) notice of default, non-payment and consents to any modification, renewal or additional charges under this Credit Agreement until same are paid in full regardless of whether this Credit Agreement is terminated by Creditor. This application shall become a binding contract upon acceptance by Creditor.

GUARANTOR(S)

Signature: _____

Signature: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

(See credit terms on reverse side)

NEWKIRK/KNECHT APPLICATION FOR CHARGE ACCOUNT (cont.)

CREDIT TERMS:

Customer agrees that if an account is established, all sales of goods on the account are subject to the following terms: (1) all charges made in one month's billing cycle are due in full by the 10th of the following month, unless arranged and extended by the Credit Department at the time of purchase; (2) a late charge will be applied to all overdue accounts as follows: in SD, 2% per month (24% APR); in CO, 1¼% per month (15% APR); in MT, 1½% per month (18% APR); and in WY, 1.65% per month (19.8% APR); (3) overdue accounts may be closed without notice at Creditor's discretion; (4) an account established hereunder is a simple commercial charge agreement and is not intended to operate as a loan or as a retail installment sale, nor is any service, delinquency or late charge intended to serve as compensation for the use or forbearance of detention of money; (5) Customer shall pay costs and out-of-pocket expenses incurred in connection with the collection of any past due amounts, including reasonable attorney fees incurred by Creditor; (6) Creditor may verify employment, talk to references, verify information and credit history, and receive and disclose information pertinent to Customer's creditworthiness, and; (7) this agreement shall be construed and interpreted in accordance with the laws of the State in which the charges are incurred. Customer hereby certifies that the information furnished herein or in connection herewith is true and correct, that Creditor is relying on such information in approving this application and the sale of goods to the Customer, and that Customer has received the yellow copy of this agreement. If any provision of this agreement is determined to be unenforceable, it shall be deemed severed and the remaining part of the agreement given full force and effect in accordance with applicable law.

Knecht Home Center of Rapid City, LLC
320 West Blvd.
Rapid City, SD 57702

Newkirk Ace Hardware West, LLC
1724 West Main Street
Rapid City, SD 57702

Newkirk Ace Hardware East, LLC
1602 E. St. Patrick Street
Rapid City, SD 57701

Newkirk Holding Company, Inc.
320 West Blvd.
Rapid City, SD 57702

Knecht Lumber and Distribution
2211 Hwy 44 East
Rapid City, SD 57703

Bison Door, LLC
1834 Lombardy Drive
Rapid City, SD 57703

Black Hills Truss & Components, LLC
3139 Creek Drive
Rapid City, SD 57703

Knecht Installed Sales, LLC
3139 Creek Drive
Rapid City, SD 57703

Knecht Home Center of Sheridan, LLC
1836 S. Sheridan Avenue
Sheridan, WY 82801

Knecht Home Center of Spearfish, LLC
310 26th Street
Spearfish, SD 57783

Knecht Home Center of Gillette, LLC
110 West Lakeway
Gillette, WY 82718

Newkirk Ace Hardware of Sheridan, LLC
1447 Coffeen Avenue
Sheridan, WY 82801

Newkirk Lumber-Laurel, LLC
d/b/a Thomae Lumber Laurel
d/b/a Knecht Lumber Laurel
501 E. Main
Laurel, MT 59044

Newkirk Lumber-Billings, LLC
d/b/a Thomae Lumber Billings
d/b/a Knecht Lumber Billings
1009 Mallowney Lane
Billings, MT 59101-4662

Newkirk Truss- Billings, LLC
d/b/a Thomae Truss
d/b/a Knecht Lumber Billings
1009 Mallowney Lane
Billings, MT 59101-4662

Knecht Home Center of Pierre, LLC
1908 N. Garfield Avenue
Pierre, SD 57501

Knecht Home Center of Canon City, LLC
d/b/a Sonny's Ace Hardware
3090 E. Main
Canon City, CO 81212