

BY NY BUS SALES & SCHOOL LINES CT

A/P Supervisor:

| CONFIDENTIAL APPLICATION FOR CREDIT            | DATE:  |
|--|--|
| ALL BLANKS MUST BE FILLED IN. IF "No           | OT APPLICABLE" PLEASE WRITE N/A              |
| Name of Person Completing This Form:           |  |
| Legal Name of Firm:                            |  |
| Doing Business As (DBA):                       |  |
| Street Address:                                |  |
| City/State: County:                            |  |
| Check One That Applies: ( ) Corporation ( ) Pa | artnership ( ) Proprietorship ( ) Government |
| ()LLC ()LL                                     | LP ( ) Non-Profit ( ) Other                  |
| In Business Since (year):                      | Federal ID #:                                |
| Type of Purchase Control: PO ONLY              | PHONE CONTRACT                               |
| TAXTABLE: YES (COUNTY                          | )  |
| NO (PLEASE ATTACH YO                           | OUR STATE'S TAX EXEMPTION CERTIFICATE)       |
| A STANDARD CREDIT LINE OF \$2,000.00 WILL E    |  |
| CREDIT LINE REQUESTED \$                       |  |
| PAYMENT TERMS ARE NET 30                       |  |
| Phone #:                                       | Fax #:                                       |
| Cell Phone #:                                  | Email:                                       |
| BILL TO INFORMATION:                           | SHIP TO ADDRESS: (IF DIFFERENT)              |
| Name on Invoice:                               | Name on Invoice:                             |
| P.O. Box                                       | P.O. Box                                     |
| Street:  | Street:                                      |
| City:  | City:  |
| State/Zip Code:                                | State/Zin Code:                              |

Purch. Agent: \_\_\_\_\_

# REFERENCE INFORMATION

| Legal Name of Firm:      |                   |  |
|--------------------------|-------------------|--|
| Doing Business As (DBA): |                   |  |
|                          |                   |  |
|                          | Branch:           |  |
| Street Address:          |                   |  |
| City, State, Zip:        | Phone #:          |  |
| Your Account #:          | Contact:          |  |
|                          | CREDIT REFERENCES |  |
| Company Name:            | Your Acct. #:     |  |
| Street Address:          |                   |  |
|                          | Phone #:          |  |
| Contact:                 | Fax #:            |  |
| Company Name:            | Your Acct. #:     |  |
| Street Address:          |                   |  |
| City, State, Zip:        | Phone #:          |  |
| Contact:                 | Fax #:            |  |
| Company Name:            | Your Acct. #:     |  |
| Street Address:          |                   |  |
| City, State, Zip:        | Phone #:          |  |
| Contact:                 | Fax #:            |  |
| Company Name:            | Your Acct. #:     |  |
| Street Address:          |                   |  |
|                          | Phone #:          |  |
| Contact:                 | Fax #:            |  |

### PERSONAL GUARANTEE

In consideration for, and as an inducement and incentive to New York bus Sales, LLC (herein referred to as "Creditor") to loan money, extend credit and/or sell goods, wares, equipment, fixtures, and merchandise (herein collectively referred to as "Goods" to:

| (YOUR PERSONAL NAME) |  |
|----------------------|--|
| (DBA)                |  |
| LOCATED AT:          |  |

herein referred to as "Debtor"), the undersigned (herein referred to as "Guarantor", whether one or more) absolutely personally guaranteed payment to Creditor of all past, present, and future indebtedness of Debtor to Creditor. If Debtor fails to make payments under any promissory note now or hereafter executed by Debtor according to its terms or fails to fully perform and observe all obligations, covenants, warranties, conditions, and agreements of any security agreement now or hereafter executed by Debtor or fails to pay when due any indebtedness for goods purchased from Creditor, Guarantor will pay Creditor immediately upon demand, the unpaid balance of any and all said promissory notes and the unpaid balance of any and all open accounts.

## Guarantor further agrees to the following terms and conditions:

- 1. This guarantee shall continue in full force and effect until all obligations which are guaranteed by this instrument and fully discharged.
- 2. With or without notice to Guarantor, Creditor shall have the unrestricted right to renew, extend, modify, accelerate, and/or compromise any indebtedness of Debtor and to accept, substitute, surrende3r or otherwise deal with any collateral security or guarantees. No such action by Creditor shall affect Guarantor's liability in any manner.
- 3. Any indebtedness of Debtor mow or hereafter owing to Guarantor is subordinated to all obligations owed to Creditor. Without the prior written consent of Creditor, no such indebtedness to Guarantor shall be paid in whole or in part, nor will Guarantor accept any payment of or on account of such indebtedness at any time while any indebtedness guaranteed by this instrument is outstanding and unpaid to Creditor.
- 4. Creditor may proceed against Guarantor for any amount guaranteed pursuant to this instrument whether the action is brought against Debtor or whether Debtor is joined in any such action.
- 5. Notice of default in the payment of any indebtedness and/or default under any security agreement owed to Creditor is expressly waived by Guarantor.
- 6. All rights, powers, and remedies of Creditor shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to Creditor by law. This guarantee shall insure to the benefit of the Creditor's successors and assigns and shall be binding on the Guarantor, his legal representatives, heirs, and assigns. This guarantee and all rights of Guarantor and Creditor shall be governed in all respects by the law of the State of New York.
- 7. In the event of default by Debtor of any of the terms and conditions herein contained, Creditor shall be entitled to all reasonable attorney fees and costs associated with the enforcement of any of the rights and obligations herein provided.

| Signature (not title) |                    |             |
|-----------------------|--------------------|-------------|
| Home Address:         |                    |             |
| Home Phone:           | Social Security #: | Birth Date: |



## TO OUR VALUED CUSTOMERS

# DELIVERY TO YOU OF BILLING INVOICES AND MONTH END STATEMENT OF ACCOUNT MAKE THE SWITCH TO ELECTRONIC DELIVERY!

You currently receive your invoices and statements via the US Mail.

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Many of our customers have switched to the convenience of having these documents delivered in an eco-friendly way – electronically via email. Among other things, this option reduces the possibility of documents getting lost in the mail delivery process.

If you wish to select this option, please complete the information listed below and return this letter to either <u>ar@newyorkbussales.com</u> or fax to 315-687-7396, ATTN Accounts Receivable. You can select up to two people to receive your invoices and statements.

If you need further information, please call us at 800-962-5768 and ask for the Accounts Receivable department (ext. 257).

| en r uruy      |   |
|----------------|---|
| Controller     |   |
|                |   |
| customer Name: |   |
| Contact #1:    |   |
| Name:          |   |
| Email Address: | _ |
| Contact #2:    |   |
| Name:          |   |
| Email Address: | _ |
| oday's Date:   |   |
| our Name:      |   |
| ignature:      |   |
| langetment:    |   |