

CROSSLIN BUILDING SUPPLY, INC

140 NORTH MAIN STREET / P.O. BOX 159 PHONE # 615 - 630-1460 FAX # 615-274-6931

EAGLEVILLE, TN. 37060

COMMERICAL CREDIT APPLICATION

BUSINESS NAME: _____ CONTRACTOR LICENSE NO: _____ Fed ID# _____

PHYSICAL ADDRESS: _____ MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____ COUNTY: _____

PHONE: _____ FAX: _____ CELL PHONE: _____ E-MAIL: _____

DATE BUSINESS STARTED: _____ STATE OF ORGANIZATION _____ DATE OF PRESENT OWNERSHIP _____

BUSINESS TYPE: CORP _____ LLC _____ PARTNERSHIP _____ OTHER _____

DESCRIPTION OF BUSINESS: RESIDENTIAL _____ COMMERICAL _____ GOV. _____ PERSONAL HOME _____
ROOFER/REMODLER _____ DEVELOPER _____ OTHER _____

HAS APPLICANT OR ANY PARTNERS, OFFICERS, OWNERS, OR MEMBERS EVER FILED BANKRUPTCY? YES OR NO _____ WHO AND WHEN? _____

P O'S REQUIRED YES OR NO _____ ACCOUNTS PAYABLE CONTACT: _____ PHONE: _____

PRINCIPAL OWNERS/OFFICERS:

NAME: _____ TITLE _____ SOC.SEC.NO.: _____

HOME ADDRESS: _____ CITY,STATE,ZIPCODE _____ HOME PHONE: _____

NAME: _____ TITLE _____ SOC.SEC.NO.: _____

HOME ADDRESS: _____ CITY,STATE,ZIPCODE _____ HOME PHONE: _____

NAME: _____ TITLE _____ SOC.SEC.NO.: _____

HOME ADDRESS: _____ CITY,STATE,ZIPCODE _____ HOME PHONE: _____

MAJOR TRADE REFERENCES

NAME: _____ ACCOUNT# _____ FAX# _____ CONTACT NAME _____

ADDRESS: _____ PHONE: _____ FAX: _____

NAME: _____ ACCOUNT# _____ FAX# _____ CONTACT NAME _____

ADDRESS: _____ PHONE: _____ FAX: _____

NAME: _____ ACCOUNT# _____ FAX# _____ CONTACT NAME _____

ADDRESS: _____ PHONE: _____ FAX: _____

BANK TRADES

NAME: _____ ACCOUNT# _____ FAX# _____ CONTACT NAME _____

ADDRESS: _____ PHONE: _____ FAX: _____

NAME: _____ ACCOUNT# _____ FAX# _____ CONTACT NAME _____

ADDRESS: _____ PHONE: _____ FAX: _____

NAME: _____ ACCOUNT# _____ FAX# _____ CONTACT NAME _____

ADDRESS: _____ PHONE: _____ FAX: _____

CREDIT AGREEMENT

The terms and conditions of this application shall, upon extension of credit to the undersigned (hereinafter "Applicant") by Crosslin Building Supply, Inc, and any of its subsidiaries, or branches now existing or hereafter created and their successors and assigns (hereinafter collectively referred to as the "Seller"), constitute a credit agreement between Applicant and Seller (hereinafter, this "Agreement") and shall take precedence over and supersede any and all conditions set forth by Applicant's purchase order, whether the order is written or verbal. Should credit be granted by Seller to Applicant, all credit shall be extended at the sole discretion of Seller. Seller may increase, decrease, or terminate any credit availability at any time within its sole discretion.

Applicant agrees to pay to the order of Seller: (1) all invoices by the tenth day of the month following sale or as otherwise stated on invoices or statements and, if not paid on or before said date, such invoices are then delinquent; (2) default interest on any delinquent invoices at the rate of eighteen percent per annum and (3) all costs of collecting delinquent invoices and default interest, including court cost, reasonable attorney fees, and collection fees.

Applicant agrees that in the event of delivery of purchased good F.O.B. place of delivery, title shall pass to Applicant upon tender of the goods or materials to the place of delivery with or without the presence of Applicant or Applicant's employees or agents to inspect or accept delivery and with or without Applicant's signature of acceptance. Applicant understands that Seller intends to rely on all of the information presented in this application in determining its creditworthiness and Applicant represents that such information is true, correct, and complete.

SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND BEARS NO RESPONSIBILITY, AS TO THE INSTALLATION, USE OR OTHER DISPOSITION OF ANY GOODS OR PRODUCTS SOLD PURSUANT TO AN EXTENSION OF CREDIT HEREUNDER, THEIR MERCHANTABILITY OR THEIR FITNESS FOR PARTICULAR PURPOSE, AND SELLER HEREBY DISCLAIMS THE SAME. ACCORDINGLY, APPLICANT AGREES TO INDEMNIFY AND HOLD HARMLESS SELLER FROM ANY LIABILITY FOR INJURY OR DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH OR PERTAINING TO THE SALE, INSTALLATION, USE OR OTHER DISPOSITION OF, ANY GOODS OR PRODUCTS SOLD PURSUANT TO AN EXTENSION OF CREDIT HEREUNDERS.

Applicant represents and warrants to Seller that Applicant will use the credit requested hereunder for business and commercial purposes ONLY AND NOT FOR PERSONAL, FAMILY OR household purposes.

APPLICANT AUTHORIZES AND CONSENTS TO ANY CONTACT WITH OR INQUIRY OF ANY PERSON, INDIVIDUAL, OR ENTITY OF ANY KIND REGARDING THE CREDIT HISTORY OR OTHER FINANCIAL INFORMATION OR REFERENCES OF APPLICANT AND EACH BUSINESS OWNER, PARTNER, OFFICER & MEMBER OF APPLICANT, INCLUDING BANK AND TRADE REFERENCES AND INFORMATION FURNISHED BY ANY CREDIT REPORTING AGENCIES. APPLICANT CONSENTS TO SELLER'S USE OF SUCH INFORMATION IN CONNECTION WITH ANY DECISION TO EXTEND OR TERMINATE CREDIT TO APPLICANT. APPLICANT AGREES TO RELEASE AND HOLD HARMLESS SELLER FROM, AND INDEMNIFY FOR, ANY CLAIMS OR LIABILITIES IN CONNECTION WITH SUCH INQUIRY.

APPLICANT HAS READ AND UNDERSTANDS THIS AGREEMENT, AND AGREES TO EACH AND EVERY PROVISION CONTAINED HEREIN.

APPLICANT'S NAME: _____ TITLE: _____

DATE: _____ APPLICANT'S SIGNATURE: _____

PERSONAL GUARANTY

For the value received and to induce (CROSSLIN BUILDING SUPPLY, INC., its subsidiaries, branches or divisions now existing or hereafter created and their successors, and their successors, and assigns) (hereinafter collectively referred to as the "Seller") to extend credit to Applicant the undersigned guarantor Applicant the undersigned guarantor ("Guarantor"), jointly and severally, if more than one, hereby warrants and unconditionally guarantees to Seller the full and prompt payment when due of all indebtedness, obligations and liabilities of Applicant (as named in the within application for credit) to Seller, including without limitation, all invoiced amounts, all default interest on any delinquent invoices and all costs of collecting delinquent invoices and default interest, including court costs, reasonable attorney fees, and collection fees, invoices and all costs of collecting delinquent invoices and default interest, including court costs, reasonable attorney fees, and whether now existing or hereafter created or arising, and all indebtedness resulting from increased credit lines or Applicant exceeding the credit limit (the "Indebtedness"). It is understood that credit lines are established at the sole discretion of Seller and can be increased or decreased without written notice. Guarantor further agrees to pay all expenses, including court cost and reasonable attorney's fees, paid or incurred by Seller in endeavoring to collect the indebtedness or any thereof or in enforcing the court cost and reasonable attorney's fees, paid or incurred by Seller in endeavoring to collect the indebtedness or any thereof or in Guaranty.

Guarantor waives all notices, demands and defenses of any kind, including all suretyship defenses, and hereby consents to any agreements or arrangements whatever with Applicant including without limitation agreements and arrangements for payments, extension, subordination, composition, arrangement, discharge or release of the whole or any part of the indebtedness, and shall in no way impair Guarantor's liability.

Seller shall have the right to extend the time of payment, modify terms, and grant indulgences with respect to the indebtedness due or to become due from Customer, all without releasing Guarantor from the provisions of this guaranty or without specific notification to Guarantor. In the event of default under the terms of this guaranty, Seller may, at its option, declare the entire balance owed immediately due and payable without notice. Guarantor authorizes Seller to obtain a credit report on Guarantor personally and utilize that credit report in determining the creditworthiness of Guarantor.

This personal guaranty may only be revoked on ten (10) days written notice to Seller by certified mail return receipt requested to Crosslin Building Supply, Inc., P.O. Box 159, Eagleville, TN. 37060, Attn: Credit Manager, and said revocation shall become effective ten (10) days after the receipt of said notice but shall not discharge any liabilities arising prior to the effective date of the revocation.

In any term, provision, covenant or condition of this guaranty, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this guaranty and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

The Guarantor agrees that whenever an attorney is used to obtain payment under or otherwise to enforce, declare, or adjudicate any rights or obligations under this guaranty. Guarantor shall pay said reasonable attorney fees, costs, and expenses. The Guarantor agrees that this guaranty is governed by the laws of the State of Tn., excluding any rules relating to conflicts of law. Guarantor waives any and all objections to such location, including objections based on jurisdiction or venue.

This Guaranty is enforceable against the undersigned Guarantors whether or not the signatures are witnessed. This agreement shall be binding upon Guarantor, and his or her successors, assigns, heirs, executors and legal representatives.

GUARANTOR HEREBY AUTHORIZES AND CONSENTS TO ANY CONTACT WITH OR INQUIRY OF ANY PERSON, INDIVIDUAL, OR ENTITY OF ANY KIND, REGARDING GUARANTOR'S CREDIT HISTORY OR OTHER FINANCIAL INFORMATION, INCLUDING BANK AND TRADE REFERENCES AND ANY CREDIT REPORTING AGENCIES.

BY SIGNING THIS GUARANTEE, I ACKNOWLEDGE THAT I HAVE READ AND AGREED TO THE TERMS OF SALES AS SET OUT IN THE CREDIT APPLICATION.

GUARANTOR'S NAME: _____ DATE: _____ PRINT NAME _____
Signed in my individual capacity)

GUARANTOR'S NAME: _____ DATE: _____ PRINT NAME _____
Signed in my individual capacity)