COMMERCIAL CREDIT APPLICATION AND GUARANTY AGREEMENT

Home Builders Supply Co.

Serving Professional Contractors Since 1948

2000 Dickinson Ave
Greenville, NC 27834
(252) 758-4151

310 South Lodge St.
Wilson, NC 27893
(252) 243-9500

Business/Individual Name _____

Street Address_____ City _____ State_____ Zip _____

Mailing Address_____ City _____ State_____ Zip _____

Telephone _____ Fax # _____ Email _____

Home Office/State of Incorporation _____

Business Type: [ ] Corporation [ ] Sole Proprietorship [ ] Individual [ ]Limited Liability Corporation
[ ] Partnership [ ] Governmental Agency [ ] Non-profit Organization
[ ] LTD Partnership Expires: _____ State Reg #: _____

In Business Since: _____ Expected Monthly Purchases $ _____

Have any of the principals of the business ever filed for bankruptcy protection? If yes, who, where and when: _____

Tax Exempt: [ ] Yes (attach certification) [ ] No PO Required: [ ] Yes [ ] No

Do you want electronic statements? [ ] Yes [ ] No Send statements to: Email _____ Fax _____

Company Officers/Owners/Partners/Individuals/Guarantors

Name _____ Title _____ SS# _____

Home Address_____ Phone _____

Name _____ Title _____ SS# _____

Home Address_____ Phone _____

Name _____ Title _____ SS# _____

Home Address_____ Phone _____

Financial (Attach current financial statement)

Bank Name _____ City _____ Contact _____

Bank Acct #_____ Phone _____ [ ] Checking [ ] Savings
[ ] Construction Lender

Bank Name _____ City _____ Contact _____

Bank Acct #_____ Phone _____ [ ] Checking [ ] Savings
[ ] Construction Lender

Trade/Credit References

Name _____City/St/Zip_____ Phone _____

Name _____City/St/Zip_____ Phone _____

Name _____City/St/Zip_____ Phone _____

If you are not a business entity, please complete the following

Present Employer _____ Address/City/St/Zip _____Occupation _____

Years with Present Employer_____ SS# _____ Annual Net Salary $ _____

Co-Applicant's Present Employer _____ Address/City/St/Zip _____ Occupation _____

Years with Present Employer_____ SS# _____ Annual Net Salary $ _____

PAYMENT TERMS AND CONDITIONS OF SALE

In consideration of credit being extended by Home Builders Supply Company ("Supplier"), the undersigned understands (1) that it will pay in full pursuant to the terms and conditions contained herein and in all subsequent invoices; (2) that the information contained herein is being relied upon by Supplier for the extension of credit; (3) that the information stated above by the undersigned is true and correct and Customer agrees to notify Supplier in writing by certified mail, return receipt requested, of any changes in the above information within 15 days of such change; (4) that the undersigned agrees to make payment by the 10th of the month following date of purchase; (5) that the undersigned authorizes Supplier the continuing right to investigate credit applicant's and guarantors' business and/or consumer credit records and report to proper persons and credit bureaus credit applicant's performance under this Agreement. Purchase of materials will indicate the acceptance of Supplier's credit terms as provided herein and Customer and each guarantor shall be bound by said terms in each invoice. Any dispute arising under this Agreement shall be governed by the laws of the State of North Carolina. Customer agrees that a copy of the signed original of this Agreement transmitted electronically shall be binding and enforceable.

CHARGE SALES: All invoices are due and payable on or before the 10th day of the month next following the month of purchase. A late payment charge of 1.5% (18% APR) will be added to all past due amounts or balance over 30 days old. In conformity with N.C.G.S. 24-5, the rate also applies after judgment. Failure by Supplier to levy a finance charge shall not be construed as a waiver. In case Customer becomes, or is, insolvent, bankrupt or any proceedings materially affecting Customer's business or property is instituted against Customer, or Customer fails to pay Supplier's invoices when due, Supplier shall, at its option, be free to curtail or discontinue its sales or deliveries for so long as such conditions shall continue. In addition, Customer shall be responsible and obligated to pay all court costs, reasonable attorney's fees and other expenses incurred by the Supplier in collection and liquidation of Customer's past due charges.

MECHANICS LIENS: Customer, as an inducement to Supplier to sell and deliver the items agreed upon, hereby expressly represents to Supplier that buyer has not done and will not do, either directly or indirectly, anything whatsoever which has, or will have, the effects of releasing, waiving, or surrendering the Mechanics' Lien rights of Supplier to real property improved. No Waivers of Lien for materials shall be required of Supplier until the same shall have been fully paid for. Upon demand by Supplier, Customer shall be obligated to immediately furnish Supplier with all necessary legal descriptions and all other relevant information necessary for Supplier to perfect a Mechanics' Lien. Customer agrees to pay for all court costs, recording fees, reasonable attorney's fees, and other expenses incurred by Supplier in securing Mechanics' Lien rights in event of default by the Customer to pay according to the terms of Supplier.

Customer agrees that all sales and deliveries as to any individual lot are, for Mechanic's Lien purposes, deemed to be part of a single contract to supply all requested materials for said lot. Each delivery and invoice on each lot is not to be deemed a separate contract for purposes of complying with the Mechanic's Lien statutes in North Carolina, or any other state where materials may be supplied. The purpose of this agreement and understanding is to avoid the necessity of Supplier having to file multiple Mechanics Liens in the future in the even each invoice was deemed to be a separate contract.

DELIVERY AND PURCHASE: Customer authorizes purchases and deliveries to be made without signature. Customer shall have an agent on the job site for receipt for all materials. In case of agent's absence, Supplier may, at its option, deliver the same, and the driver's signature and statement in writing as to articles so delivered shall be conclusive evidence of delivery of said articles. All materials when delivered and receipted for shall become the sole responsibility of the Customer thereafter and all risks of loss shall be transferred to Customer. Supplier shall not be liable and shall have no responsibility in connection with goods or materials placed in or upon Customer's vehicle, even if Supplier loads or helps load materials in or upon Customer's vehicle. Customer hereby waives any and all claims, demands, or rights in connection with losses or liabilities that may arise out of loading materials in or upon Customer's vehicle.

MATERIALS RETURNED: Unless due to Supplier's error, no materials may be returned or credit allowed without Supplier's prior written authorization. Authorized returns in good condition are credited at invoice prices less 20% restocking fee. Special ordered, non-stock merchandise may not be returned. All returns for credit must be accompanied by a purchase receipt.

GUARANTEES AND WARRANTIES: SELLER GUARANTEES AND WARRANTS TO BUYER THAT ALL GOODS AND MATERIALS SOLD HEREUNDER ARE OF GOOD SOUND QUALITY, FIT FOR THE PURPOSES FOR WHICH THEY ORDINARILY ARE USED, AND WILL PASS WITHOUT OBJECTION IN THE TRADE UNDER THE INVOICE DESCRIPTION. SUPPLIER MAKES NO WARRANTY OF MERCHANTABILITY OR FINESS FOR A PARTICULAR PURPOSE AS TO ANY OF THE GOODS SOLD PURSUANT TO THIS AGREEMENT. MANUAFACTURER WARRANTIES MAY APPLY. If goods sold pursuant to this agreement are defective, the buyer's only recourse is replacement of the defective goods or a refund of the purchase price if a replacement is not available. The buyer is not entitled to recover any incidental or consequential damages caused by any defective goods.

Name: _____ Signature: _____(Seal) Title: _____

Name: _____ Signature: _____(Seal) Title: _____

Name: _____ Signature: _____(Seal) Title: _____

GUARANTY AGREEMENT

In consideration of the extension of credit granted by Home Builders Supply Company ("Supplier"), the undersigned hereby unconditionally guarantees payment of whatever amount the Customer, named on the reverse side hereof, shall at any time be owing to on account of goods and materials hereafter delivered, furnished, or supplied, whether said indebtedness is in the form of notes, bills, or open account. This shall be an open and continuing guaranty. The undersigned Guarantor agrees to pay all sums due and expenses, including court costs, reasonable attorney's fees paid or incurred by Supplier in collection of any or all amounts owed Supplier by Customer or in enforcing this guaranty agreement. This guarantee may only be revoked by written notice to Supplier served via certified, return receipt requested, and any such revocation shall become effective 15-days after receipt of said written revocation. Any revocation does not revoke the obligation of the guarantor(s) to provide for prompt payment for indebtedness incurred prior to the effective date of the revocation, including the principal amount, interest at the contract rate of 1½% per month (18% A.P.R.), costs, and such reasonable attorney's fees, as shall be incurred pursuant to this guarantee and under any contract evidencing the indebtedness guaranteed herein. This guaranty shall be a continuing, absolute and unconditional guaranty and shall be enforceable by Supplier.

All diligence in collection or protection and all presentment, demand, protest and/or notice to anyone or everyone, of dishonor and default and of nonpayment and of the creation and existence of any and all guaranteed debts and of any all extensions of credit and indulgence hereunder, are expressly waived.

The liability of the undersigned Guarantor(s) shall be joint and several. Payment from the Guarantor of monies due and owing as a result of this guaranty agreement shall be due upon demand by Supplier.

NOTICE TO CUSTOMER AND GUARANTORS: Do not sign this agreement before you read it or if it contains any blank spaces. You are entitled to a copy of the agreement you sign. Customer grants seller a security interest in the goods and materials sold under this agreement. You may at any time pay the full amount due. Receipt of fully executed copy is acknowledged. **Officers/Individuals please sign also as guarantor (without title). Co-owner of joint property may be required to sign.**

_____ (Seal)
Guarantor (Date)
Printed Name: _____ SSN: _____

_____ (Seal)
Guarantor (Date)
Printed Name: _____ SSN: _____

_____ (Seal)
Guarantor (Date)
Printed Name: _____ SSN: _____

_____ (Seal)
Guarantor (Date)
Printed Name: _____ SSN: _____

INCOMPLETE AND/OR UNSIGNED APPLICATIONS WILL NOT BE PROCESSED, BUT WILL BE RETURNED TO CREDIT APPLICANT FOR COMPLETION. CREDIT APPLICATION NOT ACCEPTED WITHOUT APPROVAL OF SELLER'S CREDIT DEPARTMENT. The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age; because all or part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act.