

APPLICATION AND CONTRACT FOR EXTENSION OF BUSINESS CREDIT BY:

UNITED PLYWOODS & LUMBER, INC

FAX: 205-923-9511

TELEPHONE: 205-925-7601 Toll Free: 800-272-6486

P.O. BOX 1088
BIRMINGHAM, AL 35201

BUSINESS NAME:

APPLICANT'S NAME: BILLING ADDRESS:

CITY: STATE: ZIP CODE:

PHONE: FAX: E-MAIL:

SHIPPING ADDRESS: CITY: STATE: ZIP:

TYPE OF BUSINESS: HOW LONG IN BUSINESS:

PARENT CO: PARENT CO. ADDRESS:

CITY: STATE: ZIP CODE:

FULL NAME OF APPLICANT'S OWNERS, PARTNERS, AND / OR OFFICERS: TITLE: TITLE: TITLE:

REQUIRED GENERAL INFORMATION:

ESTIMATED MONTHLY CREDIT LINE REQUIRED: \$ P.O. REQUIRED? YES NO

JOB NAME REQUIRED? YES NO TAX STATUS: EXEMPT TAXABLE

IS YOUR BUSINESS LOCATED IN THE CITY LIMITS? YES NO WHAT COUNTY?:

IS YOUR BUSINESS LOCATED IN POLICE JURISDICTION? : YES NO

FEDERAL TAX I.D. #: SALES TAX EXEMPTION # :

CUSTOMER ASSUMES STATE TAX LIABILITY UNLESS APPLICATION IS ACCOMPANIED BY SIGNED SALES AND USE TAX EXEMPTION CERTIFICATE FOR EACH STATE

TRADE REFERENCES:

Table with 4 columns: NAME, ADDRESS, PHONE, FAX. Contains 4 empty rows for trade references.

BANK INFORMATION

BANK NAME: CITY:

ACCOUNT NO. FAX:

PHONE:

INCOMPLETE APPLICATIONS ARE LIKELY TO LEAD TO CREDIT DENIAL

TERMS AND CONDITIONS OF APPLICATION AND CONTRACT

Applicant understands that this application and contract (Contract") seeks the extension of business credit by United Plywoods & Lumber, Inc. (United") for commercial business only. Part of consideration upon which United relies in agreeing to extend business credit to Applicant's agreement to be bound by all of the terms and conditions set forth in this Contract. If applicant changes its form of business after credit has been extended, Applicant shall notify United by certified mail of the date and nature of the change within ten (10) days of its occurrence.

Applicant shall be bound by the terms and conditions of this Contract immediately upon its submission for processing. Moreover, each agent and / or representative who submits this Contract for processing hereby warrants that he / she is duly-authorized to bind Applicant to the terms and conditions contained herein.

Applicant agrees to pay interest to United at the maximum rate allowable by law, or 1.5% per month, whichever is lower, on all undue and unpaid balances until such date as the balance as been paid in full. Applicant also agrees to reimburse, indemnify or otherwise pay United for any and all costs incurred by United to enforce any term or condition of this Contract including, without limitation, court cost, mediation costs, arbitration cost, collection agency costs and / or a reasonable attorney's fee. Moreover, Applicant agrees that Jefferson County, Alabama shall be the proper venue for resolution of any dispute which arises between the parties and that the laws of the State of Alabama shall apply thereto.

OF ANY DISPUTE WHICH ARISES BETWEEN UNITED AND THE APPLICANT

Applicant authorizes United to obtain a written or oral credit report from any credit reporting agency as part of its due diligence. Applicant authorizes any bank, trust, credit union, financial advisor or commercial business with whom the Applicant has current or inactive experience to give any and all necessary information to United which will assist United in their investigation. Applicant father authorizes United to re-investigate Applicant's credit status from time to time as United deems necessary and should United, upon such re-investigation, deem it necessary to limit, restrict or terminate its credit arrangement with Applicant, United will notify Applicant in writing of said limitation, restriction and / or termination.

In the event Applicant deviates from the terms and conditions of this Contract, including without limitation, its failure to timely pay to United sums due hereunder, United may limit, restrict or terminate credit arrangement with Applicant. In such a circumstance, United would notify Applicant in writing of said limitation, restriction and / or termination. Applicant understands and acknowledges that, in the event of Applicant's default of any of their terms and conditions of this Contract, United may not take immediate action to enforce the full extent of its rights provided under this Contract and that United's delay, forbearance and / or decision not to enforce said rights following Applicant's event of default is not in any intended or to be construed as a waiver or rescission of United's rights under this Contract. Said another way, United's delay or decision not to enforce the terms of this Contract as to a prior default shall not in any way affect, limit, or restrict United ability or entitlement to enforce, a later date, each and every right which it has under this Contract, including as to previously unenforced default(s).

SIGNED: _____

DATE: _____

PERSONAL GUARANTY OF PAYMENT

I, the undersigned, hereby personally guaranty the payment of all business credit extended by United Plywoods & Lumber, Inc ("United") to _____ (hereinafter, "Company") , from this date forth. I agree that this is an unconditional guaranty to promptly pay of all business obligations of the Company to United.

I agree that the scope of the business credit for which I hereby guaranty payment shall include all business credit which has been extended by United to Company as of this date as well as all future extensions of business credit by United to Company I also agree and understand that my Personal Guaranty of Payment is material and substantial consideration for United to extend business credit to Company, in the first place. Stated another way, I understand that, but-for my Personal Guaranty of Payment United would not extend business credit to Company.

I agree that I shall become immediately liable for payment of subject business credit upon the failure of Company to timely make a business credit payment to United as well as, to the extent permitted by law, any other reasonable act of default, to include without limitation, the insolvency of the Company, the declaration by the Company of bankruptcy, the dissolution of the Company and / or the sale or assignment of the Company's assets to another person or entity. Upon an event of default, United shall not be required to first exhaust all collection efforts against Company before seeking payment from me per this Personal Guaranty of Payment.

Further, I agree to reimburse, indemnify and otherwise pay to United all costs of collection, including a reasonable attorney's fee, associated with any effort it undertakes to pursue my payment under this Personal Guaranty of Payment. I will also agree to pay interest on any outstanding and unpaid business credit debt which I have guaranteed under this Personal Guaranty of Payment in an amount equal to the maximum amount permitted by Alabama law. the law which shall apply to any dispute which may arise related to this Personal Guaranty of Payment. Finally, I agree that Jefferson County, Alabama is the proper venue for any and all proceedings undertaken to enforce, interpret, dispute, and / or challenge the enforcement of, this Personal Guaranty of Payment.

I UNDERSTAND THAT SIGNING THIS DOCUMENT SHALL MAKE ME PERSONALLY LIABLE FOR MY COMPANY'S DEBTS TO UNITED.

I HEREBY WAIVE MY RIGHT TO A JURY TRIAL IF UNITED IS REQUIRED TO FILE A LAWSUIT TO COLLECT SUMS DUE HEREUNDER.

GUARANTOR: _____ DATE: _____

Printed Name: _____

Street Address: _____

City: _____

State: _____ Phone: _____

Fax: _____

E-mail: _____ SS# _____

WITNESS: _____ Printed Name: _____

GUARANTOR: _____ DATE: _____

Printed Name: _____

Street Address: _____

City: _____

State: _____ Phone: _____

Fax: _____

E-mail: _____ SS# _____

WITNESS: _____ Printed Name: _____

UNITED PLYWOODS & LUMBER, INC

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P.O. BOX 1088

BIRMINGHAM, AL 35201

BANK AUTHORIZATION STATEMENT

CUSTOMER NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

We hereby authorize United Plywoods & Lumber, Inc. to contact the bank reference listed below and we authorize the bank reference to release the requested information.

BANK NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE: _____

FAX: _____

ACCOUNT #: _____

CUSTOMER SIGNATURE: _____

DATE: _____

Please return this form by fax to my attention at 205-925-9511. Thank You for your prompt response.

Best Regards,

Credit Department
Birmingham Branch