



Mobile Lumber & Building Materials, Inc.
COMMERCIAL CREDIT APPLICATION and AGREEMENT

[NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES]

Credit Office: P.O. Box 190610, 5229 Highway 90 West, Mobile, AL 36619
Phone 251-661-8315 Fax 251-660-0433 Email: billingdept@mobilelumber.com

Rev 050724

Legal Business Name of Applicant: Fed ID #

Trade Name or DBA: Nature of Business

List the names of any affiliated or parent companies of applicant:

Corporation Trust Proprietorship Partnership L.L.C. Other Date Formed: State Formed:

Tax Exempt Yes No Tax Exempt/Resale No.: State Please attach copy of exemption or resale certificate.

Credit Line Requested: \$ Are PO's required? Yes No Salesperson Requested:

Physical Street Address: Primary Contact

City: County: State: Zip: Email:

Office Phone: Fax: Cell:

Mailing Address: Accts Payable Contact:

City: State: Zip: Accts Payable Email:

Company Website: Email to Receive Billing

Primary Bank References

Bank Name: Address

Phone: Email Account Number(s)

Account Type: Checking Construction Loan Line of Credit Mortgage Name of Bank Officer

Do you pledge or borrow on your accounts receivable and/or inventory? Yes No If Yes, from whom?

Supplier/Trade References (Include current or previous lumber/building materials suppliers)

Table with 4 columns: Supplier Name, City/State/Zip, Telephone Number, Email. Rows 1, 2, 3.

Corporation, Trust, LLC, and Partnership Information For ALL Owners, Officers, Partners and Members

Form for personal information of owners/officers/partners, including name, address, phone, and SSN.

CREDIT AGREEMENT

LEGAL BUSINESS NAME OF BUYER _____

NOTICE: IT IS IMPORTANT THAT YOU READ THIS THOROUGHLY BEFORE SIGNING - In consideration of credit being extended by **Mobile Lumber & Building Materials, Inc.**, (hereinafter referred to as "Seller"), the undersigned, who hereby represents that he/she/they have the authority to execute this Agreement, both individually and as an authorized agent for Applicant (hereinafter sometimes referred to collectively as "Buyer"), hereby agree to the following terms:

The terms and conditions of this application shall, upon extension of credit to the Buyer by the Seller, any of its subsidiaries, branches or divisions now existing or hereafter created and their successors and assigns, constitute a credit agreement between Buyer and Seller and shall take precedence over and supersede any and all conditions set forth by Buyer's purchase order, whether the order is written or verbal. Should credit be granted by Seller to Buyer, 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. This application sets forth the credit terms and no other representation of Seller shall be binding unless in writing and signed by a duly authorized representative of Seller.

Buyer warrants the following: (a) that all information provided in this application is true and correct; (b) neither the Buyer nor the undersigned, individually, is in default on any other credit obligations; and (c) that all materials to be purchased are for business and commercial purposes only and not for personal, family or household purposes. Buyer warrants that the information contained in this credit application is given to Seller for purposes of inducing Seller to extend credit to Buyer, and Buyer agrees that Seller would not extend credit hereunder but for the accuracy and validity of the information herein contained.

Buyer 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 (18% APR) or the maximum rate of default interest allowed in the state where the goods are sold, whichever is less; and (3) all costs of collecting delinquent invoices and default interest in the event Buyer's account is placed in the hands of an attorney or attorneys for collection or suit instituted to collect same or any portion thereof, or for representation of Seller in connection with bankruptcy or insolvency proceedings relating to Buyer (whether or not litigation shall be commenced in aid thereof). Buyer understands that a past due balance may suspend all credit sales at the sole option of the Seller, and Buyer understands and agrees that all payments received will be applied to the oldest charge first. Buyer specifically waives benefit of all real property, personal property or other exemptions under the laws of this state or any other state.

All quoted prices and invoices billed under this agreement have a cash payment discount already applied. In the event the Buyer elects to pay for purchases under this Agreement with a credit card, the cash discount will be reversed and the applicable amount paid to the Seller.

Buyer agrees to provide Seller with written notice of any changes in the ownership or form of applicant's business within five days of such change. Furthermore, in the event either the Buyer or the undersigned individually, changes their address subsequent to the signing of this application, the undersigned, warrants that he/she will notify Seller of said address change(s) within 10 business days.

Buyer agrees that in the event of delivery of purchased goods F.O.B. place of delivery, title shall pass to Buyer upon tender of the goods or materials to the place of delivery with or without the presence of Buyer or Buyer's employees or agents to inspect or accept delivery and with or without Buyer's signature of acceptance. Risk of loss passes to Buyer upon delivery of the Goods to the destination designated by Buyer. If delivery is by Common Carrier, delivery by Seller to the carrier at the point of origin shall constitute delivery to Buyer and thereafter the shipment shall be at Buyer's risk, and any claims of Buyer for loss or damage must be made against carrier. Title to Goods passes to the Buyer upon receipt of full payment of the total purchase price thereof. Any sales that result from an extension of credit by Seller shall be construed under the laws of the state where the shipment of goods originated and any lawsuits resulting from this extension of credit may be commenced in the county where the shipment of goods originated. Applicant waives any and all objections to such location, including objections based on jurisdiction or venue.

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 ANY 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 HEREUNDER.

BUYER'S REMEDIES IN CONNECTION WITH ANY NONCONFORMING AND/OR DEFECTIVE GOODS OR PRODUCTS PROVIDED BY SELLER SHALL BE LIMITED TO RETURN OF THE GOODS OR PRODUCTS AND REPAYMENT OF THE PURCHASE PRICE, OR REPLACEMENT OF THE NONCONFORMING GOODS OR PRODUCTS BY SELLER, AT SELLER'S OPTION. SELLER SHALL NOT UNDER ANY CIRCUMSTANCES BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND/OR COSTS INCURRED TO REMOVE AND/OR REPLACE ANY GOODS OR PRODUCTS FROM A WORK OR STRUCTURE.

SELLER DISCLAIMS ANY LIABILITY TO THE BUYER CAUSED BY OR RELATED TO MOLD, MICROBIAL MATTER AND

FUNGUS IN CONNECTION WITH PRODUCTS SUPPLIED BY SELLER. BUYER ACCEPTS FULL RESPONSIBILITY AND AGREES TO HOLD SELLER HARMLESS AGAINST ANY/ALL CLAIMS RELATED TO MOLD, MICROBIAL MATTER AND FUNGUS UPON INSTALLATION OR USE OF THE SUPPLIED PRODUCTS. BUYER'S REMEDIES SHALL BE LIMITED TO RETURN OF UNUSED GOODS OR PRODUCTS AND REPAYMENT OF THE PURCHASE PRICE, OR REPLACEMENT OF THE UNUSED GOODS OR PRODUCTS BY SELLER, AT SELLER'S OPTION.

COMPLIANCE WITH BUILDING CODES, PROJECT SPECIFICATIONS AND THE DETERMINATION OF THE SUITABILITY OF ALL GOODS AND PRODUCTS TO BE USED IN ANY PROJECT OR STRUCTURE ARE THE RESPONSIBILITY OF THE BUYER, THE ARCHITECT, CONTRACTOR, OR OTHER CONSTRUCTION PROFESSIONAL, AND NOT THE RESPONSIBILITY OF SELLER. SELLER SHALL HAVE NO LIABILITY FOR SAME.

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. To the extent permitted by applicable law, Buyer waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect. No failure by Seller to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or remedy.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, except that Buyer may not assign or otherwise transfer all or any part of its rights or obligations hereunder without the prior written consent of Seller, and any such assignment or transfer purported to be made without such consent shall be ineffective. Seller may at any time assign or otherwise transfer all or any part of its interest hereunder or any credit extended hereunder, and to the extent of such assignment, the assignee shall have the same rights and benefits against Applicant as if such assignee were Seller.

BUYER 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 BUYER AND EACH BUSINESS OWNER, PARTNER, OFFICER & MEMBER OF BUYER, INCLUDING BANK AND TRADE REFERENCES AND INFORMATION FURNISHED BY CREDIT REPORTING AGENCIES. BUYER CONSENTS TO SELLER'S USE OF SUCH INFORMATION IN CONNECTION WITH ANY DECISION TO EXTEND OR TERMINATE CREDIT TO BUYER. BUYER 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 – PRINT LEGAL NAME OF BUSINESS

Signature: _____

Print Name _____

Title _____

Date ____/____/____

MOBILE LUMBER & BUILDING MATERIALS, INC.

SELLER


Signature: _____

Print Name _____

Title _____

Date ____/____/____

PLEASE ATTACH A COPY OF YOUR MOST RECENT FINANCIAL STATEMENT, WHICH WILL BE HELD IN STRICT CONFIDENCE.

MOBILE LUMBER USE ONLY			
ACCT REP # _____	P/C CODE _____	CUSTOMER TYPE CODE _____	TERMS CODE _____
CUSTOMER # _____	JOB # _____	EMAIL FOR BILLING _____	
CREDIT LIMIT _____	APPROVED BY _____	COMMENT _____	
NOTES:			
			

CONTINUING AND UNCONDITIONAL PERSONAL GUARANTY

For value received and to induce Mobile Lumber & Building Materials, Inc., its subsidiaries, branches or divisions now existing or hereafter created and their successors, and assigns (hereinafter collectively referred to as the "Seller") to extend credit to 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 agency fees, 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 costs and reasonable attorney's fees, paid or incurred by Seller in endeavoring to collect the Indebtedness or any part thereof or in enforcing the Guaranty.

This Guaranty will take effect when received by Seller without the necessity of any acceptance by Seller, or any notice to Guarantor or to Applicant, and will continue in full force until all Indebtedness incurred or contracted before receipt by Seller of any notice of revocation shall have been fully and finally paid and satisfied and all other obligations of Guarantor under this Guaranty shall have been performed in full. If Guarantor elects to revoke this Guaranty, Guarantor may only do so in writing. Guarantor's written notice of revocation must be mailed to Seller, by certified mail, at the address of Seller listed above or such other place as Seller may designate in writing. Written revocation of this Guaranty will apply only to advances or new Indebtedness created after actual receipt by Seller of Guarantor's written revocation.

Guarantor authorizes Seller, either before or after any revocation hereof, without notice or demand and without lessening Guarantor's liability under this Guaranty, from time to time: (a) to sell merchandise to Applicant and to extend credit to Company; (b) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the Indebtedness or any part of the Indebtedness; (c) to take and hold collateral for the payment of this Guaranty or the Indebtedness, and exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any such collateral, with or without the substitution of new collateral; (d) to release, substitute, agree not to sue, or deal with any one or more of Applicant's sureties, endorsers, or other guarantors on any terms or in any manner Seller may choose; (e) to determine how, when and what application of payments and credits shall be made on the Indebtedness; (f) to apply such collateral and direct the order or manner of sale thereof; (g) to sell, transfer or assign the Indebtedness; and (h) to assign or transfer this Guaranty in whole or in part.

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 hereunder. Without limitation, and except as prohibited by applicable law, Guarantor waives any right to require Seller (a) to continue to extend credit to Applicant; (b) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Indebtedness or of any nonpayment related to any collateral, or notice of any action or non-action on the part of Applicant, Seller, any surety, endorser, or other guarantor in connection with the Indebtedness or in connection with the creation of new or additional loans or obligations; (c) to resort for payment or to proceed directly or at once against any person, including Applicant or any other guarantor; (d) to proceed directly against or exhaust any collateral held by Seller from Applicant, any other guarantor, or any other person; (e) to pursue any other remedy within Seller's power; or (f) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

Guarantor also waives any and all rights or defenses arising by reason of (a) any "one action" or "anti-deficiency" law; (b) any election of remedies by Seller which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Applicant for reimbursement; (c) any disability or other defense of Applicant, of any other guarantor, or of any other person, or by reason of the cessation of Applicant's liability from any cause whatsoever, other than payment in full in legal tender, of the Indebtedness; (d) any right to claim discharge of the Indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness; (e) any statute of limitations, if at any time any action or suit brought by Seller against Guarantor is commenced there is outstanding Indebtedness of Applicant to Seller which is not barred by any applicable statute of limitations; or (f) any defenses given to guarantors at law or in equity other than actual payment and performance of the Indebtedness. If payment is made by Applicant, whether voluntarily or otherwise, or by any third party, on the Indebtedness and thereafter Seller is forced to remit the amount of that payment to Applicant's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the Indebtedness shall be considered unpaid for the purpose of enforcement of this Guaranty. Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment, or similar right, whether such claim, demand or right may be asserted by the Applicant, the Guarantor, or both.

Any sales that result from an extension of credit by Seller shall be construed under the laws of the state where the shipment of goods originated and any lawsuits resulting from this extension of credit may be commenced in the county where the shipment of goods originated. Guarantor waives 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 CONSUMER CREDIT REPORTING AGENCIES.

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applications on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Division of Credit Practices, 6th and Pennsylvania Avenue, NW Washington, DC 20580.

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

LEGAL BUSINESS NAME OF APPLICANT: _____

In witness whereof, the undersigned hereby executes this personal guaranty on this _____ day of _____, 20____.

Guarantor:

Signature

Print Name

Address:

Social Security Number:

Guarantor:

Signature

Print Name

Address:

Social Security Number:

Guarantor:

Signature

Print Name

Address:

Social Security Number:

Witness:

Signature

Print Name

Witness:

Signature

Print Name

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Paperless Invoices & Statements

To provide you with the highest quality materials and services at the lowest possible cost, we have implemented an electronic invoicing process that enables you to receive invoices and statements instantly via email. This process reduces our handling and mailing costs, and provides you with an environmentally friendly paperless invoice that does not have to be printed or filed, and can be saved to your computer.

The conversion to electronic delivery means the elimination of invoicing through the US Postal Service. Therefore, we ask that you provide a primary email address for receiving your invoices and statements.

PLEASE CHECK YOUR STATEMENT OPTIONS

(Select one option please)

- Email invoices; invoices will be automatically sent to the Primary Email Address below
- Email statements without invoices, or Email statements with a copy of open invoices

PLEASE PRINT LEGIBLY

Your Account # (if known) _____ (please use a separate form for each account)

Your Company or Account Name _____

Primary Contact Name _____

Primary Email Address _____

Additional Contact (optional) _____

Additional Email Address _____

Customer Signature _____ Date ____/____/____

You may email completed forms to billingdept@mobilelumber.com, FAX to (251) 660-0433 or mail to us at P.O. Box 190610, Mobile, AL 36619.

Thank You! We Appreciate Your Business!