



J&L BUILDING MATERIALS INC.

600 LANCASTER AVE. • FRAZER, PA 19355 • 610-644-6311 • FAX 610-889-0461

THE GUARANTY OF OBLIGATIONS AND THE TERMS AGREEMENT MUST BE SIGNED AND DATED:

Type of Ownership

- Partnership, Corporation, Proprietorship, LLC (attach list of members)

Form with fields: TRADE/BUSINESS NAME, ESTIMATED MONTHLY PURCHASES, PHYSICAL ADDRESS, BILLING ADDRESS, EIN#, YEAR BUSINESS ESTABLISHED, STATE IN WHICH ESTABLISHED, PHONE #, TAX EXEMPT #, PA HIC #, EMAIL, CELL PHONE #, FAX #

Owners and/or Officers Information:

Form for owner/officer information with fields: NAME, TITLE, ADDRESS, CITY, STATE, ZIP CODE, SSN #, DATE OF BIRTH, SPOUSE'S NAME, OWN HOME, RENT, DATE YOU BEGAN IN BUSINESS

Form for owner/officer information with fields: NAME, TITLE, ADDRESS, CITY, STATE, ZIP CODE, SSN #, DATE OF BIRTH, SPOUSE'S NAME, OWN HOME, RENT, DATE YOU BEGAN IN BUSINESS

FOR J & L USE ONLY

Form for J & L use only with fields: DATE, CREDIT GUIDELINE \$, SALESPERSON AND NO., CUSTOMER ACCOUNT CODE, ACCOUNT ORIGINATOR

DO YOU OR ANY OFFICER, SPOUSE OR PARTNER HAVE ANY LIENS, PENDING LIENS, OR JUDGEMENTS AGAINST YOU OR YOUR CORPORATION?

YES NO

HAVE YOU OR ANY OFFICER, SPOUSE OR PARTNER EVER FILED BANKRUPTCY, EITHER PERSONAL OR CORPORATE?

YES NO

TRADE REFERENCE

COMPANY

TRADE ACCOUNT NUMBER

PHONE #

FAX #

ADDRESS

STREET

CITY

STATE

ZIP CODE

CONTACT

TRADE REFERENCE

COMPANY

TRADE ACCOUNT NUMBER

PHONE #

FAX #

ADDRESS

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PERSONAL GUARANTY

This personal guaranty is given by the undersigned individual, hereafter referred to as "guarantor", to J&L building materials, inc. (Hereafter "J&L"), to induce J&L to extend credit or otherwise become a creditor of (name of company) _____, (hereinafter referred to as "company"). The undersigned guarantor hereby personally guarantees to J&L the prompt payment of all invoices and accounts of customer now existing or hereafter arising. This personal guaranty is continuing and unlimited.

This indebtedness hereunder shall include any and all service charges, costs of collection, cost of suit and/or attorney's fees added to the account. The guarantor hereby agrees to the terms and conditions of the credit application and agreement above, which is incorporated herein by reference.

The guarantor hereby waives notice of the acceptance of this guarantee and all notice of the sale and delivery of goods and merchandise by J&L to company and all notice of defaults by company, and of any change in terms under the credit application and agreement.

Applicant further agrees that the amount of credit desired and approved is not a limitation of liability, and the undersigned expressly agrees that it will be responsible for valid charges in excess of the line of credit either desired or approved. The extension of credit hereunder, the amount of credit and the cancellation or reduction of credit shall be within the sole discretion of creditor.

Whenever under the terms hereof, the liability of the undersigned shall accrue, the undersigned hereby authorized and empower the prothonotary, clerk or any attorney of any court of record in any jurisdiction to appear for and confess judgement as often as necessary against guarantor in favor of J&L, its successors or assigns, for any sum or sums unpaid by company, as of any term, with or without declaration filed, plus interest and costs and costs of collection, costs of suit and reasonable attorney's fees in the amount of thirty-three percent (33%) of the total indebtedness owed by company to J&L, which attorney's fees are hereby expressly agreed to be reasonable, without stay of execution, and inquisition and extension upon any levy on real estate are hereby waived and condemnation agreed to, and the exemption of personal property from levy and sale on any execution hereon is also expressly waived, and no benefit of exemption shall be claimed under and/or by virtue of any exemption law now in force or which may be hereafter passed, and all errors are released.

If more than one person signs this personal guarantee, the word guarantor is hereby deemed plural and the liability of such guarantor is joint and several. If any provision hereof is held by any court to be invalid or unenforceable, such invalidity or unenforceability shall not effect the validity or enforceability of any other provision hereof, nor shall it adversely effect any other right or remedy J&L may have against the undersigned or any one of them. This personal guarantee shall be binding on whomever signs it, whether or not anyone else, who is designated hereon or who was otherwise intended to sign it by J&L, company and/or guarantor, has done so. Any attempt to limit the liability of any or all of the undersigned, by signature in representative capacity, such as by affixing a corporate name and/or office, shall be ineffective.

In submitting this application, I authorize J&L Building Materials Inc. to investigate applicant's credit history and experience and, if applicant is a sole proprietorship or partnership, the owners consents to the use of the consumer credit report in the credit evaluation process and for periodic review for the purpose of maintaining the credit relationship.

In WITNESS WHEREOF, the undersigned have executed this instrument, intending to be legally bound, on the _____ day of _____, 20_____.

SIGNATURE

SIGNATURE

PRINT NAME

PRINT NAME

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GENERAL TERMS:

J&L reserves the right to set or change credit limits, payment terms or any other terms and conditions of any and all transactions entered under this credit application and agreement, either by oral notice, by a written notice amendment hereto or by changes in the terms and conditions appearing on J&L's invoices, delivery tickets or other documents of sale. Such changes can be made at any time and any number of times at J&L's sole discretion. Company agrees to abide by any such changes or additions. Any conflict between the terms of this credit application and agreement and the terms of any invoice, delivery receipt or other documents of sale. The failure of J&L to insist upon company's strict compliance with any terms or provisions of this credit application and agreement or any invoice, delivery ticket or other documents of sale, shall not be deemed a waiver of the right to enforce such provision subsequently for the same or a different transaction or the same or different breach of the provisions hereof. If company charges an amount of above the credit limit, it shall be deemed to be an increase in the credit limit to the balance outstanding at any time thereafter, until the account is reduced below such credit limit. In calculating whether the credit limit has been reached or exceed, the account balance shall include the net invoice balance and any service charges and costs of collection, costs of suit and/or attorney's fees added to the account at any time. Unless otherwise designated by company at the time of payment on the check or other documentation accompanying payment, payment shall be applied first to outstanding balances of service charges and cost of collection, cost of suit and/or attorney's fees and then to the oldest outstanding invoice. Payment of an invoice shall no eliminate liability for any service charges or costs of collection, costs of suit and/or attorney's fees assessed on that invoice. It is company's responsibility to notify J&L of any person(s) not authorized to use company's account or any restrictions on such authority in writing. Prior to the receipt of any such written restrictions by J&L, J&L shall not be required to scrutinize either the authority of person(s) making purchases on the account or the types of materials purchased, the destination to which or the means by which such materials are to be delivered or any other aspect of the transaction.

PAYMENT TERMS:

Invoices or accounts are due 1% 10th, Net 30th prox. If any or all of the invoice(s) or account(s) is not paid within the above stated terms, interest on the overdue unpaid balance shall be charged at the rate of one and a half percent (1-1/2%) per month or eighteen percent (18%) per annum. In the event the services of any attorney or collection agency are required to secure payment of this account or any invoice, the company agrees to pay all costs of collection, cost of suit and reasonable attorney's fees in the amount of thirty-three percent (33%) of the amount due, which attorney's fees are expressly agreed to be reasonable. And further, company hereby irrevocable authorizes and empowers the prothonotary, clerk or any attorney of any court of record of any jurisdiction to appear for company, at any time, and confess judgement as often as necessary against company and in favor of J&L, its successors or assigns as of any term, with or without declaration filed, for such sum or sums unpaid on the account established hereunder, plus interest at the rate of one and a half percent (1-1/2%) a month or eighteen percent (18%) per annum, plus costs of collection, costs of suit and reasonable attorney's fees in the amount of thirty-three percent (33%) of the amount due, including accrued service charges, which attorney's fees are expressly agreed to be reasonable, without stay of execution, and inquisition and extension upon any levy or real estate are hereby waived and condemnation agreed to, and the exemption of personal property from levy and sale on any execution hereon is also expressly waived, and no benefit of any exemption shall be claimed under and/or by virtue of any exemption law now in force of hereafter passed, and all errors are hereby released.

SIGNATURE

DATE

SIGNATURE

DATE

PRINT NAME

PRINT NAME