

CREDIT APPLICATION
SIERRA BUILDING PRODUCTS

Business Name: _____ ("Customer")

Legal Name (if different from Business Name) _____

Address: _____ Zip: _____

Phone: (_____) _____ Fax: (_____) _____

Years In Business: _____ Years at Location: _____

Type of Business: _____ Corporation (State: ____)

_____ Partnership

_____ Proprietorship _____ LLC _____ Other (specify) _____

Sales Tax Information: _____ Taxable _____ Tax Exempt Tax Exempt # _____

Attach Copy of Exempt Form

Principals of Business: (Pres. /Vice Pres.; all partners, all owners)

Name	Home Address	Position
_____	_____	_____
_____	_____	_____
_____	_____	_____

Credit References:

1. _____ Maximum Credit Line: \$ _____
Address: _____ Phone: _____
Contact: _____ Years Credit Exist: _____

2. _____ Maximum Credit Line: \$ _____
Address: _____ Phone: _____
Contact: _____ Years Credit Exist: _____

3. _____ Maximum Credit Line: \$ _____
Address: _____ Phone: _____
Contact: _____ Years Credit Exist: _____

Bank Reference: Checking Account

Bank Name: _____ Phone: _____

Approx. Balance: \$ _____ Account # _____

Bank Reference: Lending

Bank Name: _____ Officer: _____

Address: _____ Phone: _____

Loan Balance: \$ _____ Monthly Payment: _____

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CONTINUING CONTRACT OF GAURANTY

WHEREAS _____, hereinafter referred to as Customer, has applied for credit and/or is presently indebted or obligated to _____,

Hereinafter referred to as Sierra Building Products ("SBP"), and

WHEREAS to induce SBP to extend credit to customer and/or to presently refrain from making demand on Customer and to otherwise pursue SBP legal remedies against Customer, the undersigned, hereinafter referred to as Guarantor, has agreed to guaranty the credit of Customer pursuant to and in strict accordance with the terms and conditions hereinafter set forth.

NOW, therefore, in consideration of the sum of \$1.00 to Guarantor paid by SBP, the extension of credit to Customer by SBP and/or SBP's presently refraining from making demand on Customer and otherwise pursuing SBP's legal remedies against Customer and other good and valuable considerations, receipt of which is hereby acknowledged, it is agreed as follows:

1. Guarantor does hereby for himself, his heirs, executors, administrators, successors and assigns, unconditionally guaranty to SBP, its successors and assigns, the prompt, faithful and full payment, when due, of any and all purchases on open account, loans, advances, indebtedness and obligations of any kind or nature ("debts") now or hereafter owing by Customer to SBP.

2. Guarantor shall, upon demand, when due pay to SBP, its successors and assigns, the amount of any debt. Demand may be made upon Guarantor for the enforcement of this guaranty without the necessity of action at any time by SBP against customer. Any action taken by SBP against customer, shall in no event be considered a waiver of any rights against Guarantor under this guaranty and SBP shall, at its sole discretion, have the right at any time to discontinue any action or proceedings against customer and require full payment by Guarantor of debts together with attorney's fees, cost of the proceedings and court costs. Any recovery by SBP against customer, shall be credited against Guarantor's liability hereunder, it being however agreed that a compromise and settlement of any debt shall, in no sense, compromise or settle Guarantor's liability hereunder, but Guarantor shall continue to be liable for any difference between the full amount of debt and the net proceeds of any amounts realized by SBP from customer.

3. Guarantor does hereby waive presentment of any instrument, demand for payment, protest and notice of non-payment and Guarantor waives all rights arising out of any statute now existing or hereafter enacted and which may otherwise require SBP at any time to take legal action against customer, Guarantor does hereby waive notice of the acceptance of this guaranty and notice of any Liability contracted or incurred by customer. The undersigned waives (1) all defenses based on surety ship or impairment of collateral, and (2) any defenses which the customer may assert on the underlying debt including, but not limited to, failure of consideration, breach of warranty, fraud, payment, statute of frauds, bankruptcy, lack of legal capacity, statute of limitations, lender liability, accord and satisfaction, and usury. (3) Any defense available to any guarantor. (4) Any defense or claim relating from any modification to the debt or any terms thereof. (5) Any defense available under the Uniform Commercial Code Section 3-605.

4. SBP may, without notice to Guarantor, renew or extend any loan or indebtedness of customer forming part of debt and may from time to time at its own discretion, without notice to Guarantor, release, substitute, diminish or exchange any security or securities, property or choices in action held by it as collateral in connection with any SBP without in any way affecting Guarantor's obligation hereunder.

5. Guarantor does further agree the liability of customer to SBP in any capacity arising or in connection with any and all indebtedness, obligations and liabilities of customer to SBP, not herein otherwise described, irrespective of the kind and nature thereof or whether in existence upon the date of these presents or at any time hereafter all of which debts of customer to SBP shall also be SBP, or, in the singular, debt hereinbefore or hereinafter set forth.

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6. The liability of Guarantor in all cases shall extend to and shall include reasonable attorney's fees, cost of enforcement of this guaranty and court costs.

7. This Guaranty is irrevocable and may be terminated only as to debt created thirty (30) days after actual receipt by an officer of SBP of written notice of termination of this Guaranty, provided however, that extensions, renewals or modifications of any kind of the debt incurred by customer or committed by SBP prior to thirty (30) days after receipt by SBP of such notice shall remain obligations of the Guarantor pursuant to the terms of this Continuing Contract of Guaranty.

8. The word Guarantor, as used herein, shall designate one or more Guarantors, in the event that more than one Guarantor is a party to these presents, the liability of each Guarantor shall be joint and several, each Guarantor to be fully liable hereunder irrespective of the death, incapacity or other disqualification of the other Guarantor or Guarantors and SBP may proceed against one or less than all of the Guarantors, such proceeding not being deemed an election, and SBP may, at any time thereafter in the event full payment has not been realized, proceed against the other Guarantor or Guarantors. SBP may release any Guarantor hereon or any other surety of customer without affecting the liability hereunder of any Guarantor not released by SBP.

9. The Guarantor irrevocably and absolutely waives any and all rights of subrogation, indemnification or reimbursement or any similar rights against the customer with respect to this guaranty, whether such rights arise under an express or implied contract or by operation of law, it being the intention of the parties that the Guarantor shall not be deemed to be a "creditor" (as defined in Section 101 of the Federal Bankruptcy Code) of the customer by reason of the existence of this guaranty in the event that the customer becomes a debtor in any proceeding under the Federal Bankruptcy Code.

10. This Guaranty shall continue to be effective or be reinstated, as the case may be, if (i) at any time any payment of any of the debt is rescinded or must otherwise be returned by the SBP upon the insolvency, bankruptcy or reorganization of the customer or otherwise, all as though such payment had not been made, or (ii) this guaranty is released or the liability of Guaranty hereunder is reduced is consideration of a payment of money or transfer of property or grant of a security interest by the Guarantor or any other person or entity and such payment, transfer or grant is rescinded or must otherwise be returned by the SBP upon the insolvency, bankruptcy or reorganization of such person or entity or otherwise, all as though such payment, transfer or grant had not been made.

11. If any provision of this guaranty or the application thereof in any jurisdiction and/or to any person, entity or circumstance shall be invalid or unenforceable to any extent, the remainder of this guaranty and the application or such provisions in such jurisdiction and/or to other persons, entities or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law in any other jurisdiction and/or to any other persons, entities or circumstances.

12. This contract shall be construed and interpreted according to the laws of the State of Missouri. Guarantor hereby submits to the jurisdiction of the State of Missouri and agrees that, for the purposes of any action brought by Guarantor, the exclusive venue for any claims shall be brought in the Circuit Court of Jackson County, Missouri. SBP may, pursuant hereto, bring any action in the aforementioned Circuit or Associate Circuit Court of Jackson County, Missouri, or, at its sole option, may bring any action in any other court of competent jurisdiction.

IN WITNESS THEREOF, this instrument has been duly executed by the undersigned this _____

day of _____, 20____.

WITNESS

GUARANTOR

GUARANTOR

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The customer agrees to provide a complete address of each job site that material is being purchased for. For all jobs that bonded a copy of the bond shall be supplied with the address of the job site.

The undersigned, individually and in his/her capacity as an officer/partner of Customer (if applicable) herby acknowledges that the foregoing credit information is true and accurate and acknowledges that SBP is relying upon such information in its decision to extend credit to Customer. Customer hereby authorized the release of credit information as required or needed by SBP.

NOTICE OF
TERMS OF CREDIT

Customer agrees to pay all collection costs related to enforcement of Customer's obligations to SBP, including but not limited to legal representation in any bankruptcy proceeding. If an attorney or collection agency is retained to collect any balance due, Customer agrees to pay attorney fees equal to 25% of the outstanding balance and agrees that such 25% is fair and reasonable. Invoices remaining unpaid after the balance becomes due shall accrue interest at 18 % per annum, including any sums for attorney's fees.

Under no circumstances shall SBP be liable for a any consequential, special, or incidental damages and Customer's sole remedy or right of recovery for any action or omission by SBP or any breach by SBP of the terms hereof shall be the recovery of any sums actually paid to SBP for the sale (s) /invoices upon which the claim is made. Customer acknowledges that it may not make claim against SBP for any lost profits or sales, expenses, damages, or otherwise, and its sole right of recovery against SBP, directly or indirectly, is the aforementioned amounts actually paid SBP.

This agreement shall be construed and interpreted according to the laws of the State of Missouri. Customer hereby submits to the jurisdiction of the State of Missouri and agrees that, for the purposes of any action brought by Customer, the exclusive venue for any claims shall be brought in the Circuit Court of Jackson County, Missouri. SBP may, pursuant hereto, bring any action in the aforementioned Circuit or Associate Circuit Court of Jackson County, Missouri, or, at its sole option, may bring any action in any other court of competent jurisdiction.

Merchandise purchased herein cannot be returned without SBP's authorization and a restocking charge of 15% will be made for all merchandise returned to SBP and 20% should SBP pick up the returned merchandise except where SBP is in Error.

DATED: _____

BY: _____

TITLE: _____

BY: _____

TITLE: _____