

KELLY BUILDING PRODUCTS, LLC
425 OLD STATE ROAD
ELLISVILLE, MO 63021
Phone: (636) 394-5900 Fax: (636) 394-2415

COMMERCIAL CREDIT APPLICATION

Company Full Legal Name

D/B/A (If Applicable)

Complete Street Address

City, State, Zip

If Tax Exempt provide a tax exemption certificate or resale tax number

Phone Number

Fax Number

Federal ID Number (EIN)

ATTACH COPY OF ARTICLES OF CORPORATION

Years In Business

\$ _____
Estimated Annual Sales

\$ _____
Amount of Credit Requested

Corp _____ LLC _____ Partnership _____ Sole Prop _____

A/P Contact: _____

Principal Officer/Partner

Principal Officer: _____

Home Address: _____

City, State, Zip _____

Phone# _____

SSN: _____

Title: _____

Partner: _____

Home Address: _____

City, State, Zip _____

Phone# _____

SSN: _____

Bank References:

Bank Name _____

Address, City, State, Zip _____

Phone Number _____ Fax Number _____

Account Number(s) _____

Name of Disbursing Company _____

Address, City, State, Zip _____

Phone Number _____ Fax Number _____

Three Trade References:

(1) _____
Name

Address, City, State, Zip _____

Phone Number _____ Fax Number _____

(2) _____
Name

Address, City, State, Zip _____

Phone Number _____ Fax Number _____

(3) _____
Name

Address, City, State, Zip _____

Phone Number _____ Fax Number _____

List employees names and titles that are authorized to purchase materials for your company:

1) _____

2) _____

3) _____

4) _____

For value received, and for the purpose of inducing Kelly Building Products, LLC (hereinafter called the "Creditor") to extend credit or other financial accommodation, or to continue to extend credit of other financial accommodations to _____ whose address is _____ (hereinafter called the "Debtor"), the undersigned (whether one or more parties) hereby guaranties absolutely and unconditionally the prompt payment when due of any and all indebtedness of the Debtor to the Creditor. Such indebtedness of the Debtor may include all principal, interest, finance charges, attorneys' fees and costs, whether direct or indirect, absolute or contingent, due or to become due, or whether such indebtedness is now existing or arises hereafter. In addition, if the Creditor seeks legal counsel to collect any amounts owed by the Debtor for any indebtedness or seeks to enforce this guaranty to any extent, in addition to the indebtedness, the undersigned agrees to pay all of Creditor's attorneys' fees, expenses, expert witness fees, litigation and costs, provided Creditor prevails to any extent by settlement or otherwise.

No extension or renewal of time of payment of any indebtedness, no release or surrender of any security for any indebtedness, no release of any person primarily or secondarily liable on any indebtedness, and no delay in enforcement of payment of any indebtedness, shall affect the liability of the undersigned hereunder. Any and all payments upon the indebtedness made by the Debtor or by any of the undersigned, or by other person, and the proceeds of any and all collateral or security for any of the indebtedness, may be applied by the Creditor upon such of the items of the indebtedness as the Creditor shall determine.

Each of the undersigned waives notice of acceptance of this guaranty, notice of the extension of credit or financial accommodation to the Debtor, notice of the amount of indebtedness which may exist from time to time, notice of any extension of the time for payment, demand for payment, notice of non-payment, protest, notice of protest, and all other notices of every kind and nature, and agrees that this guaranty may be enforced against the undersigned without any prior proceeding or action against the Debtor.

This guaranty is a continuing guaranty and shall remain in full force and binding upon the undersigned and his or their heirs, executors and administrators, notwithstanding the death of one or more of the undersigned, until the expiration of thirty (30) days after written notice by Certified or Registered Mail or revocation is received by the Creditor at its office at 425 Old State Rd., Ellisville, MO, 63021 and until any and all indebtedness of the Debtor to the Creditor incurred prior to the expiration of such thirty (30) day period shall have been fully paid.

If this guaranty is executed by more than one party, it shall be the joint and several obligation of said parties. If the guaranty is executed by a corporation or other business entity, the undersigned officer, partner or member of said entity represents and warrants that he/she has the power and authority to make such guaranty on behalf of the entity and that the making of such guaranty is in the best interests of the entity.

Any and all issues arising from or concerning this guaranty shall be governed by the internal laws of the State of Missouri. The undersigned consents to jurisdiction and venue in St. Charles County or St. Louis County, Missouri, regardless of their residence.

IN WITNESS WHEREOF I have hereunto set my hand and seal this ____ day of _____, 20____.

Guarantor's signature

Guarantor's signature

Print name and address

Print name and address

KELLY BUILDING PRODUCTS LLC

CREDIT AGREEMENT

I authorize Kelly Building Products, LLC to obtain or exchange such information as you may require in connection with this application, and agree that the application shall remain in your property. I understand that an individual's credit history may be a factor in the evaluation of the credit history of the applicant and hereby consent to the use of the consumer credit report of the undersigned. I further authorize Kelly Building Products, LLC to obtain account financial information from the Bank and Credit references listed on this application and understand that this information will be held in the strictest of confidence. I affirm that I have the legal authority to sign financial agreements and that each of the answers given is true and correct and is made for the purpose of obtaining credit. I understand that your payment terms are NET 10TH PROX. I understand that a finance charge of 1.5% will be charged to all past due invoices. In the event that this account is not paid and is referred to an attorney for collection, I agree to pay all reasonable attorney fees, costs of collections, court costs and interest allowed by the court.

Signature and Title

Date

Print Name and Title