



SHELLY ENTERPRISES - US LBM, LLC

BUSINESS CREDIT APPLICATION

A Division of **US LBM**

- Perkasi
- Bothlehem
- Souberton
- Kimberlon

CREDIT AMOUNT REQUESTED \$ _____

MAIL THIS APPLICATION TO:
Shelly Enterprises
Attn: Credit Department
3110 Old State Road
Telford, PA 18969

To SHELLY ENTERPRISES - US LBM, LLC For the purpose of procuring and establishing credit, from time to time, with SHELLY'S, the undersigned Applicant furnishes the following information, including the attached Financial Statement. Applicant represents and warrants said information is true and correct and a true and complete statement of its financial condition.

1. APPLICANT BUSINESS OR CORPORATE NAME						APPLICATION DATE	
2. BUSINESS STREET ADDRESS				BILLING ADDRESS: STREET OF P.O. BOX			
3. CITY		STATE		ZIP		CITY	
4. BUSINESS TELEPHONE NO.		FAX NO.		YEAR BUSINESS WAS ESTABLISHED		NUMBER OF EMPLOYEES	
5. E-MAIL ADDRESS				ESTIMATE MONTHLY PURCHASES FROM US		TYPE OF BUSINESS: LLC SOLE PROPRIETOR PARTNERSHIP CORPORATION	
6. CONTRACTOR LICENSE #				RESALE PERMIT NO		TAX CERTIFICATE ATTACHED YES NO	
						BUSINESS BUILDING IS: OWNED RENTED	

OWNERS (IF APPLICANT IS A SOLE PROPRIETORSHIP):		OFFICERS (IF A CORPORATION):			
7. NAME	TITLE	SS#	HOME ADDRESS	OWN RENT	HOME PHONE NO.
8. NAME	TITLE	SS#	HOME ADDRESS	OWN RENT	HOME PHONE NO.
9. NAME	TITLE	SS#	HOME ADDRESS	OWN RENT	HOME PHONE NO.

BANK OR SAVINGS AND LOAN ASSOCIATION:			
10. NAME	BRANCH ADDRESS	ACCOUNT NO	YOUR BANK OFFICER
11. NAME	BRANCH ADDRESS	ACCOUNT NO	YOUR BANK OFFICER

APPLICANT'S PRINCIPAL SUPPLIERS (LIST):			
12. NAME	ADDRESS	PHONE NO.	ACCT. NO.
13. NAME	ADDRESS	PHONE NO.	ACCT. NO.
14. NAME	ADDRESS	PHONE NO.	ACCT. NO.
15. NAME	ADDRESS	PHONE NO.	ACCT. NO.

16. HOW MANY HOMES DOES CUSTOMER BUILD PER YEAR?		PRICE RANGE OF HOMES	NAMES OF PEOPLE AUTHORIZED TO CHARGE ON THIS ACCOUNT
17. Is a written Purchase Order required?			
18. Does Applicant now have a merchandise order with SHELLY'S? If yes, what is the approximate amount of the order \$			
19. Has the Applicant or any of its Owners, Principals, Partners, Officers or Directors ever filed a voluntary petition in bankruptcy, been adjudged bankrupt, or made an assignment for the benefit of creditors? WRITE ANSWER YES or NO			
20. Are taxes owed by Applicant to any taxing authority current?			
Has a tax lien or civil suit been filed against Applicant or any of its Owners, Principals, Partners, Officers or Directors within the past six years?			
21. Is Applicant or any of its Owners, Principals, Partners, Officers or Directors a guarantor or endorser of debts or notes owned by others?			
22. FINANCIAL STATEMENT: Please Attach Your Company's Latest Financial Statement.			

SPACES BELOW ARE FOR SHELLY ENTERPRISES USE ONLY							
CUSTOMER ACCT. NO.	CR MGR APPROVAL	SLMN	SALES TAX	CREDIT LIMIT	APPROVAL DATE		

In consideration of Shelly Enterprises - US LBM, LLC (referred to herein as "Shelly's"), extending credit to Applicant, Applicant agrees to pay for all items delivered to or at the request of Applicant by Shelly's within thirty (30) days from the date of Shelly's invoice for said items. The applicable discount may be taken if the invoice is paid not later than the tenth (10th) day of the month following purchase; NET thereafter. All accounts are due and payable at the remittance address shown on the Shelly's invoice. Applicant agrees that each of the terms and conditions of sale stated on the Shelly's invoices shall be a term of the contract of each sale from Shelly's to Applicant. Applicant acknowledges that a monthly service charge of the highest amount legally allowed in this State shall be made on all sums due to Shelly's which have not been paid within thirty (30) days from the invoice date, and Applicant agrees to promptly pay said service charge. The service charge will be due and payable on the thirty-first (31st) day after the original invoice date, and an additional service charge, computed on the same basis, will be due and payable every thirty (30) days thereafter. Waiver of any one or more service charges shall not be deemed to be a waiver of future service charges. Applicant further agrees that with regard to such service charges, Applicant and Shelly's are parties to a written contract. If Shelly's places the account with a collection agency or attorney, the Applicant agrees to pay all collection costs and attorney fees in addition to all other sums due.

The undersigned warrants that the above agreement has been carefully read and that the applicant understands the same.

Applicant authorizes Shelly's to obtain credit and financial information concerning the Applicant and its owners at any time and from any source.

Executed at _____, on this _____ day of _____.

APPLICATION'S SOCIAL SECURITY OF
FEDERAL TAX NO.

NAME OF APPLICANT

SIGNED BY

PERSONAL GUARANTY

For value received and to induce Shelly Enterprises - US LBM, LLC (Shelly's) to extend credit to the Customer(s) shown on the reverse side hereof, the Guarantor (even if more than one) hereby warrants and unconditionally guarantees to Shelly's the full and prompt payment when due (including any accelerated or extended maturity) of all indebtedness, obligations, and liabilities of Customer to Shelly's, including finance charges applicable thereto, now existing or hereafter created or arising, even if such indebtedness is in excess of the applied for or established credit line. Guarantor further agrees to pay all expenses, including expense of court costs, collection agency costs, and attorney's fees paid or incurred by Shelly's in endeavoring to collect such indebtedness of any part thereof or enforcing this Guaranty.

Guarantor waives all notices and demands of any kind, and hereby consents to any agreement or arrangement whatever with customer, including without limitation agreements and arrangements for payment, extension, subordination, composition, arrangement, discharge or release of the whole or any part of the indebtedness, and the same shall in no way impair Guarantor's liability hereunder. Shelly's may release or relinquish any security now or hereafter held for any indebtedness hereby guaranteed or any guarantors or sureties, without the same discharging, releasing, or in any manner affecting the liability of Guarantor hereunder.

This Guaranty shall be enforceable before or after proceeding against Customer, or simultaneously therewith, and without resort to any security.

The incorporation, merger, reorganization or sale of the Customer's business shall not operate as a termination of this Guaranty, and the Guaranty shall continue as to credit extended such other entity.

This Guaranty shall continue in force until notice in writing of termination sent by registered or certified mail, return receipt requested, is received by Shelly's, Attention: Credit Manager. This notice is to specify the date on which the Guaranty is to be terminated, said date not to be less than seven (7) days after the described notice is received and shall not affect transactions with Customer entered into prior to the termination date.

The Undersigned and each of them hereby empowers the prothonotary or any attorney of any court of record within the United States or elsewhere to appear for the Undersigned and each of them and, with or without one or more declarations filed, to confess judgement as often as necessary against the Undersigned in favor of Creditor in any such court, as of any term, for the above named sum, together with costs of suit and an attorney's commission of 15% for collection, with release of all errors. The Undersigned hereby waives any right to stay of execution and extension upon any levy or real estate pursuant to any Judgement so entered and also hereby expressly waives the exemption on all property from levy and sale on any execution thereon and also any exemption laws in force or which may hereafter be enacted by any State or Nation insofar as such exemption laws may be waived.

This Guaranty is enforceable against the undersigned Guarantors whether or not the signatures are witnessed.

_____ Witness	_____ Date	_____ Guarantor
_____ Witness	_____ Date	_____ Guarantor
_____ Witness	_____ Date	_____ Guarantor
_____ Witness	_____ Date	_____ Guarantor