

MILLER BUILDERS' SUPPLY CO., INC.

CREDIT APPLICATION AND AGREEMENT

PART I - GENERAL INFORMATION

FULL BUSINESS NAME		
ADDRESS - STREET, TOWN OR CITY, STATE, ZIP CODE		
BILLING ADDRESS (if different from above)		
TELEPHONE NUMBER ()	NATURE OF BUSINESS	YEARS IN BUSINESS UNDER THIS NAME
AVERAGE MONTHLY CREDIT LINE DESIRED		MAXIMUM YEARLY LINE

PART II - OWNERSHIP (Complete Applicable Section A, B, or C)

A. IF CORPORATION:		
PRESIDENT	HOME ADDRESS	
OWNS HOME <input type="checkbox"/> YES <input type="checkbox"/> NO IF "YES", NET VALUE: \$	TELEPHONE NUMBER ()	S.S.#
SECRETARY	HOME ADDRESS	
OWNS HOME <input type="checkbox"/> YES <input type="checkbox"/> NO IF "YES", NET VALUE: \$	TELEPHONE NUMBER ()	S.S.#
REGISTERED AGENT	ADDRESS OF REGISTERED AGENT	
STATE IN WHICH INCORPORATED:	YEAR INCORPORATED:	
HAS ANY OFFICER(S) EVER BEEN ADJUDGED BANKRUPT OR HAD ANY JUDGMENTS, GARNISHMENTS OR OTHER LEGAL PROCEEDINGS AGAINST HIM (THEM)? <input type="checkbox"/> YES <input type="checkbox"/> NO IF "YES", STATE FULL DETAILS IN SPACE MARKED "DETAILS"		
B. IF A PARTNERSHIP OR LIMITED LIABILITY COMPANY (List all partners (or members if LLC) - if more than 3, give requested information in space marked "DETAILS"):		
NAME	ADDRESS	
OWNS HOME <input type="checkbox"/> YES <input type="checkbox"/> NO IF "YES", NET VALUE: \$	TELEPHONE NUMBER ()	S.S.#
NAME	ADDRESS	
OWNS HOME <input type="checkbox"/> YES <input type="checkbox"/> NO IF "YES", NET VALUE: \$	TELEPHONE NUMBER ()	S.S.#
NAME	ADDRESS	
OWNS HOME <input type="checkbox"/> YES <input type="checkbox"/> NO IF "YES", NET VALUE: \$	TELEPHONE NUMBER ()	S.S.#
BILL TO THE ATTENTION OF:	ADDRESS	
ADDRESS OF REGISTERED OFFICE	STATE OF:	DATE FILED:
HAS ANY OFFICER(S) EVER BEEN ADJUDGED BANKRUPT OR HAD ANY JUDGMENTS, GARNISHMENTS OR OTHER LEGAL PROCEEDINGS AGAINST HIM (THEM)? <input type="checkbox"/> YES <input type="checkbox"/> NO IF "YES", STATE FULL DETAILS IN SPACE MARKED "DETAILS"		
C. IF A PROPRIETORSHIP:		
NAME	DATE OF BIRTH	S.S.#
PRESENT ADDRESS:	HOW LONG:	NO. OF DEPENDENTS:

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PREVIOUS ADDRESS (if less than 3 years at present address)			HOW LONG:	
NAME & ADDRESS OF EMPLOYER			HOW LONG:	
POSITION	BUSINESS TELEPHONE NUMBER ()		INCOME \$ WEEK / MONTH / YEAR	
NAME & ADDRESS OF BANK		ACCOUNT NUMBER	<input type="checkbox"/> CHECKING	<input type="checkbox"/> SAVINGS
NAME & ADDRESS OF BANK		ACCOUNT NUMBER	<input type="checkbox"/> CHECKING	<input type="checkbox"/> SAVINGS
OWN HOME <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> RENT <input type="checkbox"/> FURNISHED <input type="checkbox"/> UNFURNISHED		NAME OF MORTGAGE HOLDER/LANDLORD		
MARKET VALUE \$	LOAN BALANCE \$	MO. PAYMENTS \$	SECOND MORTGAGE <input type="checkbox"/> YES <input type="checkbox"/> NO	AMOUNT \$
AUTOMOBILE (YR / MAKE / MODEL)		IF FINANCED, THRU WHOM		MONTHLY PAYMENT \$
YOUR NEAREST LIVING RELATIVE NOT LIVING WITH YOU (NAME & ADDRESS)				RELATIONSHIP
PERSONAL REFERENCE (NAME & ADDRESS)				
BUSINESS NAME CERTIFICATE FILED IN COUNTY OF:			STATE OF:	DATE FILED:
HAS ANY OFFICER(S) EVER BEEN ADJUDGED BANKRUPT OR HAD ANY JUDGMENTS, GARNISHMENTS OR OTHER LEGAL PROCEEDINGS AGAINST HIM (THEM)? <input type="checkbox"/> YES <input type="checkbox"/> NO IF "YES", STATE FULL DETAILS IN SPACE MARKED "DETAILS"				

PART III - CREDIT INFORMATION REQUEST AND REFERENCES

MAJOR CREDIT CARDS (indicate card number):			
American Express Card No.		Bank Americard/Visa Card No.	Master Charge Card No.
OTHER (Retail Stores, Gasoline Companies, Etc. (list names, addresses, and card number))			
BANK REFERENCES:			
Name	Address & Branch	Account Number	
Name	Address & Branch	Account Number	
Name	Address & Branch	Account Number	
TRADE REFERENCES (include all building material suppliers):			
Name	Address	Acct. No.	Telephone Number
Name	Address	Acct. No.	Telephone Number
Name	Address	Acct. No.	Telephone Number
Name	Address	Acct. No.	Telephone Number
Name	Address	Acct. No.	Telephone Number

MILLER BUILDERS' SUPPLY CO., INC.

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ATTACH BUSINESS FINANCIAL STATEMENT OR INDICATE BUSINESS NET WORTH
DETAILS:

AUTHORIZATIONS AND AGREEMENTS

APPLICANT CERTIFIES THAT THE ABOVE INFORMATION IS TRUE AND CORRECT AND AGREES TO PAY THIS ACCOUNT IN ACCORDANCE WITH MILLER BUILDERS' SUPPLY CO., INC. CREDIT TERMS.

APPLICANT AGREES TO PAY FOR ALL CHARGES INCURRED BY THOSE AUTHORIZED TO CHARGE ON THIS ACCOUNT AND AGREES THAT ANY ADDITIONS OR DELETIONS WILL BE MADE IN WRITING.

APPLICANT ACKNOWLEDGES THAT A MONTHLY SERVICE CHARGE OF THE HIGHEST AMOUNT LEGALLY PERMITTED IN THIS STATE SHALL BE MADE ON ALL SUMS DUE TO MILLERS BUILDERS' SUPPLY CO., INC., WHICH HAVE NOT BEEN PAID BY THE 15TH DAY OF THE MONTH FOLLOWING BILLING AND APPLICANT AGREES TO PROMPTLY PAY ALL SERVICE CHARGES. AN ADDITIONAL SERVICE CHARGE COMPUTED ON THE SAME BASIS WILL BE DUE AND PAYABLE EVERY THIRTY (30) DAYS THEREAFTER. APPLICANT SPECIFICALLY UNDERSTANDS THAT FAILURE TO PAY IN ACCORDANCE WITH THIS AGREEMENT SHALL RESULT IN A CONFESSION OF JUDGMENT AGAINST THE APPLICANT, AS SET FORTH IN PART IV OF THIS APPLICATION AND AGREEMENT.

SHOULD IT BECOME NECESSARY TO PLACE 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 UNDERSTOOD.

APPLICANT AUTHORIZES MILLER BUILDERS' SUPPLY CO., INC. TO VERIFY THE FOREGOING INFORMATION AND/OR OBTAIN ADDITIONAL INFORMATION BY SECURING DATA FROM A CREDIT REPORTING AGENCY.

SIGNED _____ TITLE _____ DATE _____

SIGNED _____ TITLE _____ DATE _____

NOTE: PARTNERSHIPS - ALL PARTNERS MUST SIGN. CORPORATIONS - AUTHORIZED CORPORATE OFFICERS MUST SIGN AND USE CORPORATE SEAL. LIMITED LIABILITY COMPANY MUST BE SIGNED BY MANAGING MEMBER.

PART IV

**CONFESSION OF JUDGMENT FOR FAILURE
TO PAY AMOUNTS DUE TO MILLER BUILDERS' SUPPLY CO., INC.**

UPON THE FAILURE BY CUSTOMER TO MAKE ALL PAYMENTS TO MILLER BUILDERS' SUPPLY CO., INC. ("MILLER"), CUSTOMER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR ATTORNEYS OR THE PROTHONOTARY OR CLERK OF ANY COURT OF RECORD IN THE COMMONWEALTH OF PENNSYLVANIA, OR IN ANY OTHER JURISDICTION WHICH PERMITS THE ENTRY OF JUDGMENT BY CONFESSION, TO APPEAR FOR CUSTOMER IN SUCH COURT IN AN APPROPRIATE ACTION THERE BROUGHT OR TO BE BROUGHT AGAINST CUSTOMER AT THE SUIT OF PAYEE ALL AMOUNTS DUE TO MILLER, WITH OT WITHOUT COMPLAINT OR DECLARATION FILED, AS OF ANY TERM OF TIME, AND THEREIN TO CONFESS OR ENTER JUDGMENT AGAINST CUSTOMER FOR ALL SUMS DUE BY CUSTOMER TO MILLER UNDER THIS CREDIT AGREEMENT, INCLUDING ALL COSTS AND REASONABLE ATTORNEYS' FEES. FOR SO DOING THIS CREDIT AGREEMENT OR A COPY HEREOF VERIFIED BY AFFIDAVIT SHALL BE A SUFFICIENT WARRANT. THE AUTHORITY TO CONFESS JUDGMENT GRATED HEREIN SHALL NOT BE EXHAUSTED BY ANY EXERCISE THEREOF BUT MAY BE EXERCISED FROM TIME TO TIME AND AT ANY TIME AS OF ANY TERM AND FOR ANY AMOUNT AUTHORIZED HEREIN. CUSTOMER EXPRESSLY AUTHORIZES THE ENTRY OF REPEATED JUDGMENTS UNDER THIS AGREEMENT NOTWITHSTANDING ANY PRIOR ENTRY OF JUDGMENT IN THE SAME OR ANY OTHER COURT FOR THE SAME OBLIGATION OR ANY PART THEREOF.

CUSTOMER ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED BY COUNSEL IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THIS AGREEMENT AND THAT IS UNDERSTANDS THIS PROVISION FOR CONFESSION OF JUDGMENT, AND MAKER WAIVES ANY RIGHT TO NOTICE OR A HEARING WHICH IT MIGHT OTHERWISE HAVE BEFORE ENTRY OF JUDGMENT.

CUSTOMER

DISCLOSURE

BORROWER: [CUSTOMER NAME]
LOAN AMOUNT: OPEN LINE OF CREDIT NOT TO EXCEED _____ and ___/100 Dollars (\$ _____)
DATE OF AGREEMENT: _____, 20__

The undersigned (the "Borrower"), having executed the above referenced Credit Application and Agreement in favor of **MILLER BUILDERS' SUPPLIES CO., INC.** ("Miller"), acknowledges as follows:

Initials:

- ____ 1. The Credit Application and Agreement contains provisions authorizing entry of judgment by confession following an event of default. This means that **judgment may be entered against the Borrower without notice or a trial.**
- ____ 2. If judgment is entered against the Borrower by confession, action may be taken immediately to collect the judgment. This action could include **immediate seizure of the assets of the Borrower without prior notice or a hearing.**
- ____ 3. The Borrower acknowledges that the Borrower has read and understood the provisions regarding entry of judgment by confession, and that the Borrower is knowingly, understandingly, and voluntarily waiving their rights following an Event of Default on the Credit Application and Agreement to resist the entry of judgment against the Borrower, including the right to prior notice before either (i) the entry of judgment, or (ii) execution upon said judgment, and the Borrower consents to the entry of judgment by confession and the immediate seizure of the assets of the Borrower to satisfy any judgment.
- ____ 4. If the Borrower (or any party comprising the Borrower) is an individual, the Borrower certifies that the annual income of each such individual exceeds \$10,000.00.

WITNESS/ATTEST:

CUSTOMER NAME

Sworn to subscribed before me
this ____ day of _____, 20__.

Notary Public

PART V

PERSONAL GUARANTY AND SURETY AGREEMENT

Intending to be legally bound hereby, the Undersigned hereby unconditionally guarantees to Miller Builders' Supply Co., Inc. ("Company") prompt payment, when due, of Applicant's liabilities to the Company. This Guaranty is a continuing one and shall be effective and binding on the Undersigned for all liabilities incurred prior to written notice to the contrary being provided to the Company. The Applicant acknowledges that his Guaranty is given for good and valuable consideration, namely, the extension of credit by the Company to the Applicant, which the Applicant acknowledges to be a direct benefit to the Undersigned.

The Undersigned shall be liable for the full amount of the Applicant's liabilities to the Company. The liability of the Undersigned shall be absolute and unconditional and shall not be affected in any way by the lack of prior enforcement or delay in enforcement of any such rights or any delay in making demand on the Undersigned for performance or payment of the Undersigned's obligations hereunder.

The Undersigned hereby waives all notices of any character with respect to the Guaranty, including the present or future incurring of liabilities to Company by the Applicant and the amount, terms and conditions thereof and any defaults thereon. The death or incapacity of any of the Undersigned shall in no way affect the liability hereunder of any individual not so released. The Undersigned hereby waives the benefit of all laws now or hereafter in effect in any way limiting or restricting the liability of the Undersigned signed hereunder, including, without limitation, all defenses whatsoever to the Undersigned's liability, except the defense of payments made on account of Applicant's liabilities to Company and the Undersigned's liability hereunder, and all right to stay of execution and exemption of property in any action or enforce the liability of the Undersigned hereunder. Applicant further consents to any workout, compromise, composition, or settlement of any of the Applicant's liabilities by the Company, and hereby waives any defense of the Undersigned's based on such workout, compromise, composition or settlement.

In addition to all other liability hereunder, the Undersigned also agrees to pay Company on demand all costs and expenses that may be incurred in the enforcement of Applicant's or the Undersigned's liabilities to Company, including reasonable attorney's fees, legal expenses and monthly service charges of eighteen percent (18%) on all sums due the Company that have not been timely paid, as more fully set forth in the application.

Any subsequent guaranty by the Undersigned or any other guarantor of the Applicant shall not be deemed to be in lieu of or to supersede or terminate this Guaranty, but shall be construed as an additional or supplementary guaranty unless otherwise expressly provided therein.

All of the Undersigned shall be jointly and severally liable hereafter. This Guaranty shall inure to the benefit of the Company, its successors and assigns, endorsees and any person or persons to whom the Company may grant any interest in the Applicant's liabilities to Company and shall be binding upon the Undersigned and the Undersigned's executors, administrators, successors and assigns and other legally bound hereby.

The law of Pennsylvania therein shall govern interpretation of this Guaranty and all issues.

THE FOLLOWING PARAGRAPH SETS FORTH A WARRANT OF AUTHORITY FOR AN ATTORNEY TO CONFESS JUDGMENT AGAINST THE UNDERSIGNED. IN GRANTING THIS WARRANT OF ATTORNEY TO CONFESS JUDGMENT AGAINST THE UNDERSIGNED, UNDERSIGNED HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, AND AFTER CONSULTING WITH SEPARATE COUNSEL OF THE UNDERSIGNED, UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS THE UNDERSIGNED HAS OR MAY HAVE TO PRIOR NOTICE AND AN OPPORTUNITY FOR HEARING UNDER THE RESPECTIVE CONSTITUTIONS OF THE COMMONWEALTH OF PENNSYLVANIA, INCLUDING ANY PRIOR NOTICE AND OPPORTUNITY BEFORE JUDGMENT IS ENTERED OR BEFORE EXECUTION IS ISSUED UPON ANY JUDGMENT SO ENTERED. THE UNDERSIGNED HEREBY AUTHORIZES AND EMPOWERS THE COMPANY OR ANY PROTHONOTARY, CLERK OF COURT, OR ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR AND CONFESS JUDGMENT AGAINST THE UNDERSIGNED FOR ANY AMOUNT FOR WHICH THE UNDERSIGNED MAY BE OR BECOME LIABLE TO THE COMPANY. THE UNDERSIGNED WAIVES THE RIGHT TO ANY STAY OF EXECUTION AND THE BENEFIT OF ALL EXEMPTION LAWS NOW OR HEREAFTER IN EFFECT. THIS POWER TO CONFESS JUDGMENT SHALL CONTINUE UNDIMINISHED AND MAY BE EXERCISED FROM TIME TO TIME AS OFTEN AS THE COMPANY SHALL ELECT UNTIL ALL SUMS PAYABLE OR THAT MAY BECOME PAYABLE HAVE BEEN PAID IN FULL. THE UNDERSIGNED, BY EXECUTING THE FOLLOWING SIGNATURE LINE ACKNOWLEDGES THAT THE UNDERSIGNED HAS READ AND THAT THE UNDERSIGNED COMPREHENDS FULLY THE EFFECT OF THIS CONFESSIONS OF JUDGMENT AND INCLUDING THE WAIVER THE WAIVER OF PRIOR NOTICE AND OPPORTUNITY FOR A HEARING BEFORE THE ENTRY OF A JUDGMENT OR ANY EXECUTION ISSUING ON THAT JUDGMENT.

Owner

Spouse (if married)

DISCLOSURE

BORROWER: [CUSTOMER NAME]
LOAN AMOUNT: OPEN LINE OF CREDIT NOT TO EXCEED _____ and ___/100 Dollars (\$ _____)
DATE OF NOTE: _____, 20____
SURETY: [SURETY NAME]

The undersigned (the "Surety"), having executed a suretyship agreement (the "Suretyship Agreement") in connection with the above referenced Credit Application and Agreement (the "Loan") in favor of **MILLER BUILDERS' SUPPLIES CO., INC.** ("Miller") acknowledges as follows:

Initials:

- ____ 1. The Suretyship Agreement contains provisions authorizing entry of judgment by confession following an event of default. This means that **judgment may be entered against the Surety without notice or a trial.**
- ____ 2. If judgment is entered against the Surety by confession, action may be taken immediately to collect the judgment. This action could include **immediate seizure of the assets of the Surety without prior notice or a hearing.**
- ____ 3. The Surety acknowledges that the Surety has read and understood the provisions regarding entry of judgment by confession, and that the Surety is knowingly, understandingly, and voluntarily waiving their rights following a default on the Suretyship Agreement to resist the entry of judgment against the Surety, including the right to prior notice before either (i) the entry of judgment, or (ii) execution upon said judgment, and the Surety consents to the entry of judgment by confession and the immediate seizure of the assets of the Surety to satisfy any judgment.
- ____ 4. If the Surety (or any party comprising the Surety) is an individual, the Surety certifies that the annual income of each such individual exceeds \$10,000.00.

WITNESS/ATTEST:

[SURETY]

Sworn and subscribed before me
this ____ day of _____, 20____.

[SPOUSE (if married)]

Notary Public