



Sales Rep. _____
(For Office Use Only)

Shelter Distribution, Inc.

Phone: _____ Fax: _____
Return to: Local Shelter Distribution Branch or Sales Representative

**Application must be completed in full and signed by Corporate Officer(s), Partners, or Sole Proprietor*

CREDIT APPLICATION AND AGREEMENT

This Credit Application is Being Submitted By:

I Firm Name _____
Additional Trade Name _____
Physical Address _____
City _____ State _____ Zip _____
Billing Address _____
City _____ State _____ Zip _____
Accts. Payable Contact: _____

Business Phone () _____
Business Fax () _____
Cell Phone () _____
E-Mail Address _____
Web Site Address _____
() P.O. Required () P.O. Not Required
Employer I.D. No. _____
() Taxable () Non-Taxable

If Sales Tax Exempt Attach Exemption Certificate

Accts. Payable Phone #: _____
() Corporation () Limited Partnership () Partnership-must attach DBA copy () Proprietorship-must attach DBA Copy
() Limited Liability Company () Other Date Business Established _____

If Incorporated, State in which Incorporated _____

II Names of Owners, Partners or Officers:

Name Residence Address Home Phone Number
A. _____ () _____ SSN _____
B. _____ () _____ SSN _____

III BANK REFERENCES:

Bank Name _____ Branch _____
Address _____
Loan Officer _____ Phone () _____
Bank Credit Line _____ Secured? Yes _____ No _____ Personal Guaranty Yes _____ No _____
Explain: _____
Checking () Account No. _____ Savings Account No. _____ Loan () Account No. _____

IV TRADE REFERENCES:

A. Name _____ Phone () _____ Fax () _____
Address _____ Credit Mgr: _____
B. Name _____ Phone () _____ Fax () _____
Address _____ Credit Mgr: _____
C. Name _____ Phone () _____ Fax () _____
Address _____ Credit Mgr: _____

V Please attach your balance sheet and profit and loss statements for the past two years.

A. Only those employees listed below are authorized to charge on account. If no employees are listed, all are authorized.

TERMS AND CONDITIONS

- 1. It is agreed that the Applicant (including all subsidiaries, divisions and affiliates of) will pay all invoices and billing statements within the terms and conditions of all invoices supplied by the above-referenced or any other any affiliate or subsidiary of Beacon Roofing Supply, Inc. (hereinafter referred to as "Creditor"). In the event such payment is not timely made, Applicant (including all subsidiaries, divisions and affiliates of) agrees to pay on all delinquent invoices interest at the rate set forth in the various invoices or the greatest percentage allowable under applicable law, whichever is less, together with court costs, fees to file liens or secure bonds, and reasonable and necessary attorney fees, costs and expenses and/or costs of collection which Creditor may incur in enforcing the terms and conditions of this agreement all without relief from valuation and appraisal laws. If legal action becomes necessary, the Applicant agrees that this and any contemporaneous or subsequent agreements will be governed as to validity, interpretation, construction, effect and all other respects by the laws in the state where the application was accepted.
2. Applicant further agrees that the line 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
3. Applicant authorizes Creditor to investigate Applicant's credit standing, financial circumstances and responsibility and authority and instructs all persons having information concerning Applicant's credit standing, financial circumstances and responsibility to release such information to Creditor its agents, attorneys or employees.
4. Applicant and all signers hereof, including guarantors, understand the Creditor may extend credit under this application and agreement in reliance upon representations herein regarding the ownership or ownership structure of the Applicant. Any change of ownership structure of the enterprise identified herein as "Applicant" shall not relieve any person or entity lawfully answerable for the debts of the Applicant, including the guarantors, of any obligation to Creditor hereunder or arising herefrom, unless and until Creditor receives written notice of such change by certified mail, return receipt requested, at 1602 Lave Dr. ,McKinney, TX 75069. Payment of any invoice by check which identifies a drawer other than Applicant shall not be sufficient to provide the notice required under this provision. The continuing liability of the Applicant and other signers described herein shall be in addition to, and not in lieu of, and rights arising against any other person or entity because of the change in ownership or ownership structure.
5. The undersigned represents and warrants that he/she has authority to submit this application on behalf of Applicant and that Applicant is duly constituted and authorized to do business in the name of Applicant in all jurisdictions in which Applicant does business. Neither the undersigned nor Applicant will assert in any proceeding that this Credit Application is a request for consumer credit and acknowledges that this is a request for business credit to be used by Applicant for commercial purposes only; and neither the credit extended hereby, nor the construction materials ordered on credit by Applicant will be used by applicant for personal or household purposes. Applicant authorizes (Shelter Distribution) to make inquiries from time to time of Applicant's references, other credit reporting agencies and utilize a consumer credit report on the Applicant in connection with the extension of the business credit represented by the Credit Application.

The Applicant understands that all merchandise purchased from Creditor is subject to all terms and conditions contained in the Credit Application and Agreement and all other terms and conditions contained on any of Creditor's invoices. In the event of a conflict between any provision of this Agreement, and the invoice, the invoice shall control.

Signature of Authorized Representative of Applicant Title: Date:

Printed Name

UNCONDITIONAL GUARANTY

In consideration of the extension of credit to ("Applicant") by Shelter Distribution, Inc. *hereinafter "Creditor", the undersigned, jointly and severally (if applicable) guarantee the full and prompt payment when due, whether by acceleration or otherwise of all past, present, and future indebtedness, and all other obligations and liabilities of the Applicant to the Creditor, whether direct or indirect, joint or several, absolute or contingent, including all cost of collection, interest and attorney's fees ("Obligations").

The undersigned waives acceptance of the guaranty and further waves all notices and demands of any kind including, but not limited to, all demands of payments and notices of nonpayment, presentment, protest and dishonor of any of the Obligations by Applicant. The undersigned further waives all notices and, specifically, hereby consents to any extensions of credit, acceleration, modifications, immaterial alternations, material alterations, amendments, or changes of terms or any agreements concerning Obligations or change of the rate of interest there from and any notices, the acceptance of any partial payments or the release or transfer of any collateral for the payment of the Obligations.

The undersigned also waive any claim, right or remedy which such guarantor may now have or hereafter acquire against Applicant that arises hereunder and/or from the performance by the guarantor here under including, without limitation, any claim, remedy or right of subrogation, reimbursement, exoneration, contribution, indemnification, or participation in any claim, right, or remedy of the Creditor against the Applicant or security which Creditor now has or hereafter acquires, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise.

This guaranty is a continuing and unconditional guaranty and shall ensure to the benefit of Creditor from the date hereon and shall remain in full force and effect until written notice of termination thereof has been received by Creditor by certified mail. Termination of guaranty by the undersigned shall not effect any of the guarantors' obligations hereunder with respect to indebtedness incurred up to the termination

No delay on the part of the Creditor in exercising any of Creditor's options, powers or rights, or partial or single exercise thereof shall constitute a waiver thereof. All of the Creditor's rights are cumulative and not alternative. Whenever possible, each provision of this guaranty shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the guaranty shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition without invalidating the remainder of the provision or the remaining portions of the guaranty. This guaranty shall ensure to the benefit of the Creditor and its successors and assigns and shall be binding upon the successors and assigns, trustees, executors, administrators, heirs, and beneficiaries of the undersigned.

IN WITNESS WHEREOF, this document is executed on the day of , 20

Witness

Guarantor (no titles) Printed Name Guarantor (no titles) Printed Name

Residence Address Residence Address

*ORIGINAL Application AND DRIVERS LICENSE COPIES FOR ALL SIGNERS MUST be mailed to: Shelter Distribution, Inc. 1602 Lavon Drive, McKinney, TX 75069