

CONFIDENTIAL CREDIT APPLICATION / AGREEMENT

WE AT METRO BRICK AND STONE COMPANY APPRECIATE YOUR APPLICATION FOR CREDIT. IN ORDER FOR US TO SUPPLY YOU ON AN "OPEN ACCOUNT" BASIS, YOU MUST COMPLETE THIS CREDIT APPLICATION /AGREEMENT IN ITS ENTIRETY, INCLUDING THE "PERSONAL GUARANTY". FAILURE TO FILL OUT THE APPLICATION MAY RESULT IN NO CREDIT BEING GRANTED.



Your Specialty Brick Source

OFFICE (972)991-4488 FAX (972)991-6769
2184 JOE FIELD ROAD, DALLAS, TEXAS 75229

GENERAL BUSINESS INFORMATION

LEGAL BUSINESS NAME: _____ OR DBA: _____

BUSINESS PHYSICAL ADDRESS: _____ PO BOX: _____

CITY/STATE/ZIP:

PHONE: () _____ FAX: () _____

TYPE OF BUSINESS: () Corporation () Partnership () Sole
Proprietorship

YEAR STARTED IN BUSINESS: _____ CREDIT AMOUNT REQUESTED:

\$ _____

COMPANY WEB SITE: _____

OFFICERS / PRINCIPALS / OWNERS:

NAME: _____ TITLE: _____

HOME ADDRESS: _____ CITY/STATE/ZIP: _____

HOME PHONE : () _____ MOBILE: () _____ PAGER: _____

DRIVERS LICENSE# : _____ SOCIAL

SECURITY#: _____

E-MAIL ADDRESS: _____

NAME: _____ TITLE: _____

HOMEADDRESS: _____ CITY/STATE/ZIP: _____

HOME PHONE : () _____ MOBILE: () _____ PAGER: _____

DRIVERS LICENSE# : _____ SOCIAL
SECURITY#: _____
E-MAIL ADDRESS: _____

DO YOU USE A PURCHASE ORDER SYSTEM?: YES () NO () VERBAL () WRITEN ()
)

ARE YOU TAX EXEMPT? YES () NO () TAX EXEMPT #:

(IF YES PLEASE ATTACH

CERTIFICATE)

ALL PRECEDING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY / OUR KNOWLEDGE. I AUTHORIZE METRO BRICK AND STONE CO. TO INVESTIGATE THE APPLICANT'S CREDIT AND EMPLOYMENT HISTORY AND TO ANSWER QUESTIONS REGARDING ITS CREDIT HISTORY WITH METRO BRICK AND STONE CO. APPLICANT AGREES THAT IF THIS APPLICATION IS APPROVED, APPLICANT WILL PERFORM OBLIGATIONS OF BUYERS AS STATED IN THIS AGREEMENT. THIS APPLICATION WILL BE RETAINED BY METRO BRICK AND STONE CO. WHETHER OR NOT CREDIT IS APPROVED OR DISAPPROVED.

_____ BY: X _____ TITLE: _____
(DATE) (APPLICANT'S SIGNATURE)

FINANCIAL INFORMATION

INTERIM FINANCING _____ CITY/STATE _____
OFFICER: _____ PHONE: () _____ LOAN#: _____
BANK NAME: _____ CITY/STATE: _____
OFFICER: _____ PHONE: () _____ LOAN#: _____
CHECKING ACCOUNT #: _____

FINANCIAL STATEMENT AVAILABLE? () YES () NO (IF AVAILABLE, PLEASE ATTACH COPY)

TRADE REFERENCES such as: Lumber, Concrete, A/C

1.) NAME: _____ PHONE: () _____ FAX () _____

2.) NAME: _____ PHONE: () _____ FAX () _____

3.) NAME: _____ PHONE: () _____ FAX () _____

4.) NAME: _____ PHONE: () _____ FAX () _____

5.) LAS BRICK SUPPLIER: _____ PHONE: () _____ FAX () _____

6.) CREDIT CARD - VISA CAR #: _____

7.) CREDIT CARD - MASTER CAR #: _____

HOW MANY SPEC HOMES DO YOU HAVE IN INVENTORY NO? _____

HOW MANY MODEL HOMES DO YOU HAVE NOW? _____

TERMS AND CONDITIONS

NET 15 DAYS

PAYMENT WITHIN TIME PERIOD

BEFORE SIGNING AND RETURNING THIS CREDIT APPLICATION/AGREEMENT PLEASE BE SURE THAT YOU READ AND UNDERSTAND THIS ENTIRE DOCUMENT INCLUDING TERMS OF PAYMENT. BY SIGNING BELOW, APPLICANT AGREES TO PAY UPON 5 DAYS NOTICE IN THE EVENT PRINCIPAL DEBTOR REFUSES TO PAY ALL AMOUNTS DUE UNDER TERMS OF THIS AGREEMENT ARE DUE AND PAYABLE WITHIN 15 DAYS OF THE DATE OF INVOICE WITHOUT DISCOUNTS OF ANY KIND, AT THE OFFICE OF METRO BRICK AND STONE AT 2184 JOE FIELD ROAD , DALLAS , DALLAS COUNTY, TEXAS. THE PARTIES AGREE THAT ANY LEGAL ACTION MUST BE FILED IN DALLAS COUNTY. IN THE EVENT THE EXECUTION OF THE CREDIT CARD VOUCHER IS REQUESTED AND GIVEN BY THE APPLICANT, THE CARD VOUCHER WILL BE DEPOSITED ON THE 20TH DAY AFTER THE INVOICE TO THE DEBTOR IS ISSUED. IN THE EVENT APPLICANT DOES NOT TIMELY, ANY LOSS, COST OR ATTORNEY FEES INCURRED BY METRO BRICK AND STONE COMPANY WILL BE PAID BY APPLICANT WITHOUT THE REQUIREMENT TO OBTAIN OR ATTEMPT TO OBTAIN THE PAYMENT FROM, THE APPLICANT. THE APPLICANT IS THEREFORE WARNED TO CAREFULLY CONSIDER THE OBLIGATION UNDERTAKEN BY APPLICANT BY EXECUTION OF THIS CONTRACT.

THE PARTIES AGREE THAT ALL PAYMENT STILL OWING AFTER DUE DATE WILL BE ASSESSED ON THE BALANCE DUE A SERVICE CHARGE AT THE RATION OF ONE HALF PERCENT (1 ½%) PER MONTH, WHICH IS AN ANNUAL SERVICE CHARGE OR EIGHTEEN PERCENT (18%) PROVIDED HOWEVER THAT IF ANY TIME SUCH IS DETERMINED TO EXCEED THE MAXIMUM ANNUAL PERCENTAGE RATE ALLOWED BY LAWS OF THE STATE OF TEXAS. SELLER WILL IMMEDIATELY ADJUST BUYER'S ACCOUNT FOR SUCH EXCESS. SHOULD BUYER FAIL TO MAKE PAYMENT UNDER THIS CONTRACT,

BUYER AGREES TO PAY THE EXPENSES OF COLLECTION, INCLUDING REASONABLE ATTORNEY'S FEES IF SUCH SERVICES ARE REQUIRED.

DELIVER DATES OF BRICKS ARE ESTIMATES BASED UPON THE ESTIMATES BY THE MANUFACTURER AS WELL AS THE ESTIMATES OF THE SHIPPER (TRUCK OR RAIL). IN THE EVENT THE MANUFACTURE OR THE SHIPPER ARE DELAYED IN SHIPPING TO METRO BRICK AND STONE CO., THE DELAY IN DELIVERY TO METRO BRICK AND STONE CO., MAY CREATE A DELAY IN THE DELIVERY OF BRICK TO THE CUSTOMER, METRO BRICK AND STONE CO., IS NO LIABLE THE CUSTOMER FOR DAMAGES CAUSED BY ANY LATE DELIVERY.

THE QUALITY OF THE BRICK IS AGREED TO BE CORRECT IN THE EVENT THE BRICK MEETS OR EXCEEDS THE AMERICAN SOCIETY FOR TESTING AND MATERIALS ("ASTM"). CUSTOMER REALIZES THAT THE COLOR OF THE BRICK MAY VARY DUE TO DIFFERENCES IN THE RAW MATERIALS AND CFIRING TECHNIQUES USED IN THE MANUFACTURE OF BRICK. CUSTOMER AGREES TO ACCEPT THE BRICK IN THE COLOR SPECIFIED DESPITE ANY SUCH REASONABLE VARIATION IN COLOR. BREAKAGE OF BRICK IS INEVITABLE CUSTOMER AGREES TO ACCEPT ASTM STANDARS. USED BRICKS IS SOLD ON "ASIS" BASIS, USE OF BRICK DENOTES ACCEPTANCE.

METRO BRICK AND STONE CO. WANTS ITS CUSTOMERS TO BE SATISFIED. THEREFORE RETURNS ARE ALLOWED ON THE FOLLOWINGCONDITIONS: FIRST, THE BRICK MUST BE RETURNED IN THE SAME CUBES AS WHEN SHIPPED. SECOND, CUSTOMER MUST PAY THE FREIGHT COST OF RETURNING THE BRICK. THIRD, CUSTOMER MUST PAY RESTOCKING FEE OF 20% ON THE AMOUNT DUE FOR THE BRICK AT, OR BEFORE TIME OF PICK UP.

GURANTY

IN CONSIDERATION OF YOUR EXTENDING CREDIT TO THE APPLICANT HEREOF, THE UNDERSIGNED HEREBY UNCONDITIONALLYGURANTEES THE TIMELY PAYMENT TO YOU OF ALL SUMS EVEN IF IN EXCESS OF THE APPLIED FOR OR ESTABLISHED, CREDIT LIMIT, NOW DUE OR WICH MAY HEREAFTER BECOME DUE AND PAYABLE VIRTUE OF YOUR EXTENSION OF CREDIT TO THE APPLICANT. NOTICE OF DEFAULT IS HEREBY WAIVED, AND THIS GARANTY SHALL NOT BE AFFECTED BY YOU GRANTING EXTENSIONS OF TIME FOR PAYMENT OF OTHER INDULGENCES TO THE APPLICANT AND SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL. YOU HAVE RECEIVED WRITTEN NOTICE OF CANCELLATION FRO, THE UNDERSIGNED. IT IS EXPRESSLY AGREED THAT ANY SUCH NOTICE OF CANCELLATION, IF GIVEN, SHALL NOT AFFECT THE OBLIGATION OF THE UNDERSIGNED TO PAY ALL SUMS WHEN DUE BY THE APPLICANT. THE INCORPORATION, MERGER, REORGANIZATION OR SALE OF THE APPLICANT'S BUSINESS SHALL NOT OPERATE AS A TERMINATION OF THIS GUARANTY, AND THE GURANTY SHALL CONTINUE AS TO CREDIT EXTENDED SUCH OTHER ENTITY. SHOULD EITHER THE APPLICATION, TO THE UNDERSIGNED, FAIL TO MAKE PAYMENT AS REQUIRED. THE UNDERSIGNED ALSO AGREES TO PAY THE EXPENSES OF COLLECTION, INCLUDING REASONABLE ATTORNEY'S FEES, IF SERVICES OF AN ATTORNEY ARE REQUIRED TO EFFECT COLLECTION.

X _____, _____, X _____, _____
GUARANTOR TITLE WITNESS DATE

X _____, _____, X _____, _____
GUARANTOR TITLE WITNESS DATE

NOTE: GURANTOR LINE MUST BE SIGNED BY AN OFFICER OF THE COMPMPANY, AND WITNESSED BY OTHER PERSON T PREVENT DEALY IN PROCESSING. (IF PARTNERSHIP, ALL PARTNERS MUST SIGN.)