

APPLICATION FOR CREDIT



An Employee Owned Company

Your Building Centers, Inc.

&



**KLINGER
LUMBER
COMPANY, INC.**

INSTRUCTIONS

INDIVIDUALS & SOLE PROPRIETORSHIPS — Complete Sections 1, 4, 5 & 6

PARTNERSHIPS — Complete Sections 2, 4, 5 & 6

CORPORATIONS — Complete Sections 3, 4, 5 & 6

YBC CREDIT ACCOUNT AGREEMENT

The undersigned Purchaser makes this credit application and agreement to YBC for the extension of credit. In the Agreement, Purchaser means each person, individual, company, corporation or partnership whose application for the YBC Credit Account ("Account") covered by this application has been accepted. "YBC" means Your Building Centers, Inc of Altoona, Bedford, Bloomsburg, DuBois, Everett, Huntingdon, Lock Haven, Milton, Muncy, Philipsburg, State College, Sunbury, Williamsport, Klinger Lumber Company, Inc. or other subsidiaries of YBC Inc.

Terms of Payment: In the event that YBC agrees to extend and to continue to extend credit to Purchaser, the terms of the account are net thirty (30) days, which means the Purchaser agrees to make payment in full each month for all material purchased on this account before the next month's billing date. Purchaser agrees to pay service charges of 2% per month or 24% Annual Percentage Rate on all unpaid balances which become thirty (30) days or more past due. The service charge will continue to accrue on the unpaid balance due and owing YBC by Purchaser, until such time as the entire unpaid balance is paid in full by Purchaser. YBC reserves the right to modify this agreement concerning the date payments are due, the amount of service charge imposed, and the amount of discount allowed, after notifying you by regular mail.

Default: If YBC accepts any payment after the date it is due, that acceptance does not affect the due dates of any other amounts on the account, nor will it act as an extension of time for payments of any amounts then remaining unpaid. It will also not modify any of YBC's rights under this agreement. Any sale, transfer, subjection of the materials to any encumbrance or failure to make payment when due shall constitute an event of default. In the event of default, YBC shall be free to exercise all remedies permitted under state law including, but not limited to repossession of materials.

Acceleration: In the event of default by Purchaser under this agreement, YBC may immediately declare the entire unpaid balance of the account due and payable.

Attorney's Fees and Costs: In the event of default, YBC will charge Purchaser all costs of collection, including attorney's fees, court costs and any other expenses, to the extent permitted by law.

Credit investigation and Disclosure: YBC has the right to investigate Purchaser's credit and financial records, to verify Purchaser's credit references and report Purchaser's performance of the application to credit bureaus or other interested parties.

Contract Subject to Approval: This agreement is subject to the approval of YBC Credit Department.

Credit Withdrawn: Purchaser acknowledges that credit privileges, if granted, may be withdrawn at any time at the option of YBC.

Mechanic's Lien: If the account remains unpaid for sixty (60) days, a mechanic's lien may be filed to secure payment of debt.

Signature of Purchaser: Application must be signed by Purchaser and spouse. If the Purchaser is a partnership, all partners and their spouses must sign the application. If the Purchaser is a corporation, all officers and their spouses must sign the application with the corporate seal affixed to the application.

Security Interest In Materials: Purchaser hereby grants to Your Building Centers, Inc. a purchase security interest under the Uniform Commercial Code ("UCC") on all merchandise purchased until the material has been fully paid for by the Purchaser. Purchaser agrees to sign, upon request, any Financing Statement (UCC-1) and other instrument, document or papers and to perform all acts YBC may require to protect or perfect YBC security interest in material sold under this agreement. Purchaser agrees not to transfer, sell or otherwise encumber said materials until such time as Purchaser's performance under this agreement is completed. Purchaser is responsible for any loss or damage to the materials until the price is fully paid.

Non-Waiver: No claim or remedy of YBC arising under this agreement may be discharged in any manner by a waiver or renunciation of any claim unless the waiver or renunciation is supported by consideration, is in writing and is signed by an officer of YBC.

Assignment: Purchaser shall not assign any of its rights under this agreement to any Person, Firm or Corporation without prior express written consent of YBC.

Agents of Purchaser: Purchaser shall be fully responsible and liable for any and all charges of materials or supplies made on the account, until such time that the purchaser provides YBC with written notification authorizing only specific individuals to charge.

Credit Hold: YBC reserves the right to place accounts not conforming to the agreed terms on credit hold until payment for delinquent invoices and any applicable service charges are received. Upon payment of past due balances, YBC reserves the right to withdraw credit privileges.

Credit Application: Purchaser represents and warrants that the information provided and the statements made by Purchaser on the credit application attached hereto and made part of this agreement are true, accurate and complete. Purchaser acknowledges and agrees that if YBC, in its sole and absolute discretion, agrees to extend and continue to extend credit to purchaser such decisions will be in reliance on the information provided in the credit application.

Governing Law: This agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the Commonwealth of Pennsylvania. Purchaser agrees to prosecute any claim, suit or proceeding in the Courts of the Commonwealth of Pennsylvania or the United State District Court in which any YBC store is located. You hereby consent to the jurisdiction of the above stated courts for any claim, action, suit or proceeding related to this agreement.

Entire Agreement: This agreement, along with its accompanying Credit Application, constitutes the entire agreement, and supersedes any and all prior agreements between YBC and Purchaser with regard to the Credit Account furnished to you, provided YBC agrees to establish such account. The terms and conditions set forth in this application constitute a complete and exclusive statement of the agreement between YBC and Purchaser, heirs, executors and assigns. Any oral agreements or understanding to the contrary shall be of no effect. The terms and conditions of the account can be modified only by written amendment signed by an authorized person at YBC and Purchaser.

Form # CA-100

TYPE OF WORK PERFORMED – Please check the appropriate box.

- General Contractor Remodeling Contractor Contract House Builder Spec. House Builder
 Framing Contractor Commercial/Industrial Building Own Home Sub Contractor (Type) _____
 Other _____

Your Building Centers, Inc. reserves the right to modify this agreement concerning the date payments are due, the amount of service charge imposed, and the amount of discount allowed, after notified by regular mail.

SECTION 1 – INDIVIDUALS AND SOLE PROPRIETORSHIPS

BUSINESS INFORMATION

Business Name _____

Address _____ City _____ State _____

Zip _____ Phone _____ Years in Business _____

APPLICATION INFORMATION

Name _____ DOB _____

Address _____ City _____ State _____

Zip _____ Phone _____ SSN _____ - _____ - _____

Employer _____ Employer's Address _____

Position Held _____ Years Employed _____ Annual Income \$ _____

SPOUSE INFORMATION

Name _____ SSN _____ - _____ - _____ DOB _____

Employer _____ Employer's Address _____

Position Held _____ Years Employed _____ Annual Income \$ _____

OTHER INFORMATION

Home Status (Check One) Own Rent Board

Type of Housing (Check One) House Mobile Home Apartment

Are there any unsatisfied judgements against you? Yes No If yes, amount? \$ _____

Have you ever declared bankruptcy? Yes No If yes, amount? \$ _____

SECTION 2 – PARTNERSHIPS

BUSINESS INFORMATION

Partnership Name _____

Address _____ City _____ State _____

Zip _____ Phone _____ Years in Business _____

Partnership Type _____ Federal Employer ID# _____

Name of Bonding Company _____ D&B No. _____ D&B Rating _____

Have you ever declared bankruptcy? Yes No Are there any unsatisfied judgements against you? Yes No

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PARTNER INFORMATION *(Complete for Each Partner)*

Partner Name _____

Address _____ City _____ State _____

Zip _____ Phone _____ Years In Business _____

SSN _____ - _____ - _____ DOB _____

Home Status (Check One) Own Rent Board

Are there any unsatisfied judgements against you? Yes No If yes, amount? \$ _____

Spouse Name _____

Spouse SSN _____ - _____ - _____ Spouse DOB _____

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Partner Name _____

Address _____ City _____ State _____

Zip _____ Phone _____ Years In Business _____

SSN _____ - _____ - _____ DOB _____

Home Status (Check One) Own Rent Board

Are there any unsatisfied judgements against you? Yes No If yes, amount? \$ _____

Spouse Name _____

Spouse SSN _____ - _____ - _____ Spouse DOB _____

PARTNER INFORMATION *(Complete for Each Partner)*

Partner Name _____

Address _____ City _____ State _____

Zip _____ Phone _____ Years In Business _____

SSN _____ - _____ - _____ DOB _____

Home Status (Check One) Own Rent Board

Are there any unsatisfied judgements against you? Yes No If yes, amount? \$ _____

Spouse Name _____

Spouse SSN _____ - _____ - _____ Spouse DOB _____

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Partner Name _____

Address _____ City _____ State _____

Zip _____ Phone _____ Years In Business _____

SSN _____ - _____ - _____ DOB _____

Home Status (Check One) Own Rent Board

Are there any unsatisfied judgements against you? Yes No If yes, amount? \$ _____

Spouse Name _____

Spouse SSN _____ - _____ - _____ Spouse DOB _____

SECTION 3 – CORPORATION

BUSINESS INFORMATION

Name of Corporation _____

Address _____ City _____ State _____

Zip _____ Phone _____ FAX _____

Federal Employer ID# _____ Name of Bonding Company _____

Bonding Company Address _____ Date of Inc. _____ State of Inc. _____

D&B No. _____ D&B Rating _____

Have you ever declared bankruptcy? Yes No

Are there any unsatisfied judgements against you? Yes No If yes, amount? \$ _____

OFFICE INFORMATION *(Complete for Each Officer)*

Name of Officer _____ Title of Officer _____

Address _____ City _____ State _____

Zip _____ SSN _____ - _____ - _____ Phone _____

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Name of Officer _____ Title of Officer _____

Address _____ City _____ State _____

Zip _____ SSN _____ - _____ - _____ Phone _____

.....

Name of Officer _____ Title of Officer _____

Address _____ City _____ State _____

Zip _____ SSN _____ - _____ - _____ Phone _____

SECTION 4 – REFERENCES *(ALL APPLICANTS MUST FULLY COMPLETE THIS SECTION)*

PRINCIPAL CHECKING ACCOUNT INFORMATION

Name of Bank _____

Address _____ City _____ State _____

Zip _____ Contact Person _____ Phone _____

Account # _____

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PRINCIPAL LENDER INFORMATION

Name of Lender _____

Address _____ City _____ State _____

Zip _____ Contact Person _____ Phone _____

Total Amount of Loans \$ _____ Line of Credit? Yes No If yes, amount? \$ _____

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BUSINESS CREDIT REFERENCE INFORMATION

Name of Business _____ Credit Limit _____

Address _____ City _____ State _____

Zip _____ Contact Person _____ Phone _____

SECTION 6 – ACKNOWLEDGEMENT OF CREDIT ACCOUNT AGREEMENT

(ALL APPLICANTS MUST FULLY COMPLETE THIS SECTION)

The undersigned parties who are engaged in business under the trade name of _____ hereby contract with YBC ("YBC" means Your Building Centers, Inc. of Altoona, Klinger Lumber Company, Inc. or other subsidiaries of YBC Inc.) to furnish materials and building supplies to them. In order to better assure delivery of said materials and supplies and to further secure credit thereafter, the undersigned, both in their individual capacity and in their representative capacity, set forth below, do agree that, in the event payment is not otherwise made for said materials and supplies, that they will make payment therefore when it is billed to them, in the amount of the balance due. If the said account is not paid when due, the undersigned individually, and in their representative capacity, do hereby authorize the Prothonotary or any attorney of any court or record of the United States to appear therein against them for the amount then due with interest on the unpaid balance at the rate of twenty-four (24%) percent per annum together with costs of suit, release of errors, and with fifteen percent for attorneys and/or collection fees, hereby waiving all right of stay execution, inquisition an appeal and the benefit of any and all laws now or hereafter to be passed, exempting real or personal property from levy and also waiving the benefit of the present or any further insolvent laws of any state of the United States and of the present or any further bankruptcy law of the United States.

DO NOT SIGN BELOW BEFORE YOU HAVE READ THE CREDIT ACCOUNT AGREEMENT ABOVE

You acknowledge that you have kept a copy of the credit account agreement form #CA-100 and you agree to be bound by its terms and conditions, which are hereby incorporated by reference and made part of this application.

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Authorization is given to Your Building Centers Inc. to obtain or exchange any information it may require relative to this application from any source, including our financial institutions and trade suppliers. I/we authorize each source to provide Your Building Centers Inc. with such information.

WE FURTHER AUTHORIZE THAT A PHOTOCOPY, OR FACSIMILE, OF THIS AUTHORIZATION BE CONSIDERED AS VALID AS AN ORIGINAL

INDIVIDUAL & SPOUSE SIGNATURES

X _____ X _____
X _____ X _____

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CORPORATE OFFICERS • PARTNER & SPOUSE SIGNATURES/TITLES

X _____ By Title _____
X _____ By Title _____
X _____ By Title _____
X _____ By Title _____