

M.P.C. CASH-WAY LUMBER CO.

5401 Grand River, Lansing, Michigan 48906

Date: _____

This Agreement and Guaranty hereunder cover purchases made from any division or subsidiary of M.P.C. Cash-Way Lumber Co. ("MPC").

NAME _____

PHONE _____

CURRENT ADDRESS:

IF CURRENT ADDRESS IS LESS THAN 1 YR., COMPLETE FOLLOWING:

No. Street

No. Street

City State

City State

Zip Code

Zip Code

TYPE OF BUSINESS:

- CORPORATION
 - CO-PARTNERSHIP
 - SOLE PROPRIETORSHIP
 - INDIVIDUAL APPLICATION
 - LIMITED LIABILITY COMPANY
- Social Security # _____
Federal ID# _____

BUSINESS BACKGROUND

CURRENT NAME ____ YRS.
PREVIOUS NAME _____
PO'S REQUIRED YES NO

LICENSE INFORMATION

REGISTERED NAME: _____

ATTACH COPY OF
CONTRACTOR POCKET
CARD **REQUIRED**

DRIVERS LICENSE # _____

ARE THERE ANY OUTSTANDING JUDGMENTS AGAINST YOU? Yes No

BANK: _____

Account Number _____

ADDRESS: _____

PHONE: _____

BANK CONTACT: _____

PRINCIPAL OWNERS, STOCKHOLDERS OR GENERAL PARTNERS:

NAME	ADDRESS	SOCIAL SECURITY #
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

PRINCIPAL SOURCES OF CREDIT:

NAME	ADDRESS	PHONE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned authorizes MPC to make all credit inquiries that it deems reasonable and understand that you will retain this application whether or not it is approved and answer questions about your credit experience with me. The information on this form is correct and I understand that you are relying upon this information when deciding to give credit.

TERMS OF PAYMENT: ALL INVOICES ARE DUE IN FULL ON THE TENTH (10) DAY OF THE MONTH FOLLOWING THE MONTH OF PURCHASE. ALL AMOUNTS MORE THAN FIFTEEN (15) DAYS PAST DUE SHALL ACCRUE A FINANCE CHARGE OF 1.5% PER MONTH (EFFECTIVE ANNUAL RATE OF 18%) OR THE MAXIMUM RATE OF INTEREST ALLOWED BY LAW, WHICHEVER IS LESS, WILL BE ADDED TO ALL PAST DUE AMOUNTS. THE UNDERSIGNED APPLICANTS UNDERSTAND AND AGREE TO THE TERMS OF THIS AGREEMENT.

PRICES: All price quotations are valid only for materials shipped within 30 days indicated on the quotation or price list. All prices quoted without sales tax. Plans, estimates and take offs are solely estimates and are not guaranteed.

LIEN DOCUMENTATION: A Notice of Commencement must be furnished for each new project upon demand by MPC and waivers of lien will be furnished upon full payment.

NOTICE: A RESIDENTIAL BUILDER OR A RESIDENTIAL MAINTENANCE AND ALTERATION CONTRACTOR, IS REQUIRED TO BE LICENSED UNDER ARTICLE 24 OF ACT 299 OF THE PUBLIC ACTS OF 1980, AS AMENDED BEING SECTIONS 339.2401 TO 339.2412 OF THE MICHIGAN COMPILED LAWS. AN ELECTRICIAN IS REQUIRED TO BE LICENSED UNDER ACT NO. 217 OF THE PUBLIC ACTS OF 1956 AS AMENDED BEING SECTIONS 338.881 TO 338.892 OF THE MICHIGAN COMPILED LAWS. A PLUMBER IS REQUIRED TO BE LICENSED UNDER ACT NO. 266 OF THE PUBLIC ACTS OF 1929 AS AMENDED BEING SECTIONS 338.901 TO 338.917 OF THE MICHIGAN COMPILED LAWS.

AGREEMENT TO PAY ATTORNEY FEES:

The applicant company promises to pay all costs of collection of all obligations of the company to MPC of any type or nature, including but not limited to open account, contract and construction liens, which costs shall include but not be limited to the actual and reasonable attorney fees of MPC incurred in connection with the collection of any past due amounts owed to MPC whether by suit being instituted for such purpose or otherwise. In the event that suit is instituted, the amount of the said attorney fees shall be such that the court having jurisdiction thereof shall determine as reasonable. In the event suit is not instituted, then the amount owed to MPC for attorney fees shall be not less than one-third (1/3) of the amount owed which the applicant company considers to be fair and reasonable.

SWORN STATEMENT FOR BUSINESS ENTITY LOAN

THE UNDERSIGNED IS APPLYING FOR AN EXTENSION OF CREDIT IN THE AMOUNT OF \$ _____ FROM MPC AND THE UNDERSIGNED HEREBY CERTIFIES THAT HE/SHE IS ENGAGED IN THE BUSINESS OF PERFORMING CONSTRUCTION SERVICES OF WHICH MPC'S PRODUCT WILL BE USED.

THE UNDERSIGNED MAKES THIS SWORN STATEMENT FOR PURPOSE OF INDUCING MPC TO MAKE AN EXTENSION OF CREDIT TO THE UNDERSIGNED AS A "BUSINESS ENTITY" IN FULL COMPLIANCE WITH THE REQUIREMENTS OF ACT NO. 52 OF PUBLIC ACTS OF 1970 OF THE STATE OF MICHIGAN.

DATED: _____ SIGNED: _____

Subscribed and sworn to before me this _____ day of _____, 20____. _____, Notary Public
_____ County, Michigan. My commission expires: _____; Acting in _____ County, Michigan

PERSONAL GUARANTEE

THE UNDERSIGNED JOINTLY AND SEVERALLY, PERSONALLY GUARANTEE THE PAYMENTS OF ANY PURCHASES BY SAID APPLICANT AND/OR CORPORATION, THIS GUARANTEE IS GIVEN IN CONSIDERATION OF, AND AS AN INDUCEMENT FOR THE EXTENSION OF CREDIT TO SAID APPLICANT AND/OR CORPORATION. SHOULD THE WIFE SIGN AS GUARANTOR HEREIN SHE DOES SO BECAUSE SHE IS PERSONALLY INTERESTED IN THE SUCCESS OF THE APPLICANT HEREIN.

GUARANTORS' SIGNATURE/HOME ADDRESSES:

_____ NAME	_____ NAME
_____ STREET	_____ STREET
_____ CITY	_____ CITY
_____ STATE	_____ STATE
_____ ZIP	_____ ZIP
_____ PHONE	_____ PHONE

DO NOT SIGN THIS FORM IN BLANK. YOU ARE BOUND BY THIS DOCUMENT