

GUARANTY AGREEMENT

WHEREAS, the undersigned has requested BUILDERS SUPPLY COMPANY, INC., a corporation organized under the laws of the State of Louisiana (hereinafter called "Builders"), to extend credit to _____, its successors, transferees, and assigns (hereinafter called "Debtor") and Builders has extended credit and/or may in the future extend credit by reason of this request and in reliance upon this guaranty.

NOW THEREFORE, in consideration of such credit previously extended and/or to be extended in its discretion by Builders to the Debtor, continuing from the date of the execution of this agreement until terminated as wherein provided, the undersigned (who, if two or more in number, shall be jointly, severally and solidarily bound) hereby unconditionally guarantees to Builders and its successors and assigns, the punctual payment when due with such interest as may accrue thereon either before or after any maturity(ies) thereof, of all debts and obligations of the Debtor whether created by the Debtor or by any other party on behalf of the Debtor or in the name of the Debtor to Builders; provided however, the liability of the undersigned hereunder shall not exceed a total of \$_____.

The undersigned consents and agrees that the whole or any part of any obligation or indebtedness created by the Debtor may be compromised, surrendered or extended from time to time, that the Debtor may be granted indulgences generally without affecting the liability of the undersigned, that any party liable for the payment hereof (including but not limited to any co-guarantor) may be granted indulgences or released without a reduction in the undersigned's liability; that neither the death, bankruptcy or disability of any one or more of the guarantors shall affect the continuing obligation of any other guarantor and that no claim need be asserted against the personal representative, guardian, trustee in bankruptcy or receiver of any deceased, incompetent, bankrupt or insolvent guarantor; it being the intent of this instrument that all parties shall remain bound thereon, notwithstanding any such exchange, compromise, surrender, extension, renewal, acceleration, modification, indulgence or release with respect to said indebtedness.

This is a guaranty of payment and not of collection. The liability of the undersigned on this guaranty shall be direct and immediate and not conditional or contingent upon the pursuit of any remedies against the Debtor or any other person, or against securities or liens available to Builders, its successors, or assigns. The undersigned waives any right to require that any action be brought against the Debtor or any other person or to require that resort be had to any lien or security. If the debts of the Debtor are partially paid through the election of Builders, its successors or assigns, by the pursuit of its lien rights or any of the remedies in this agreement or provided by law or if such debts are otherwise partially paid, the undersigned shall remain liable for any balance of such debts up to the limit hereinabove stated. The parties agree that, in lieu of any right to indemnification that the undersigned might have against the Debtor which right is hereby waived, the undersigned shall be subrogated to the rights of Builders to the extent that the undersigned fully satisfies and discharges the Debtor's obligations. This right to subrogation shall be the undersigned's sole remedy against the Debtor.

Builders' regular billing date is the ___31st___ of each month, with balances due and payable by the ___10th___ of the following month. If your account is paid by the ___31st___ of the month next following the purchase of merchandise, only the NET AMOUNT of the statement will be paid. If not paid by the ___31st___, the account is past due in default, and **A LATE CHARGE OR SERVICE CHARGE MAY BE MADE, CALCULATED ON THE 31ST DAY OF EACH MONTH ON THE BALANCE AS OF THE 31ST OF THE PREVIOUS MONTH** (less payments and credits to said balance) **UNTIL PAYMENT IN FULL IS MADE. SERVICE CHARGES ON PAST AMOUNT WILL BE 1.500% MONTHLY AND 18.0% ANNUALLY.** Applicant agrees by signing this guaranty of payment to authorize Builders and its Agents to investigate applicant's credit worthiness. Applicant agrees that Builders and its Agents may not only investigate the applicant's business credit worthiness but also the applicant's personal credit worthiness. Consumer Reports may be requested in connection with the processing of this guaranty and subsequently pursuant to the Fair Credit Reporting Act. Upon request, Builders will inform applicant of the names and addresses of any consumer reporting agencies which have provided us with such reports.

In the event this account is placed in the hands of an attorney for collection or suit is instituted to collect same or any portion thereof, the undersigned agrees and promises to pay reasonable attorney fees.

When reference is made to the undersigned, the singular shall include the plural and masculine shall include the feminine or neuter.

The undersigned expressly waives: (a) notice of acceptance of the guaranty and all extensions of credit to the Debtor; (b) presentment and demand for payment of any of the debts of the Debtor; (c) protest and notice of dishonor or of default to the undersigned or to any other party with respect to any of the debts of the Debtor or with respect to any security therefore; (d) all other notices to which the undersigned might otherwise be entitled; and (e) demand for payment of this guaranty.

Builders shall not be required, absent a written notice from the undersigned to its Credit Manager at the address stated, to notify the undersigned of any default by the Debtor on any debt or obligation to Builders, nor shall Builders be required to notify the undersigned of any actions it will take against Debtor or the undersigned to collect any such debt other than specifically required by law.

The purpose of this guaranty agreement is to memorialize the parties' understanding that, if the Debtor does not pay or otherwise fully perform its obligations in a timely manner as provided in the various loan documents, the undersigned will promptly pay the amount due and payable by the Debtor to Builders upon demand.

The undersigned who acknowledges that it will benefit from the loan to the Debtor, in order to induce Builders to make the loan, has agreed to execute and deliver this agreement on the understanding that doing so is a condition precedent to Builders extending credit.

The undersigned confirms and

warrants that he or she is the sole stockholder of the Debtor _____, the president of the Debtor _____, has personal knowledge of and is familiar with the Debtor's business affairs, books and records _____, has the ability to influence the Debtor's decision making process _____, and/or warrants that the Debtor is in sound financial condition and will perform in accordance with the terms and conditions of the various loan documents _____.

The undersigned acknowledges that Builders is relying upon the undersigned's covenants herein in entering into the loan transaction with the Debtor, and undertakes to perform its obligations hereunder promptly and in good faith.

The undersigned, if a resident of the State of Louisiana, hereby declares that the extension of credit to Debtor is to the benefit of the undersigned's separate estate and the entire community estate of the undersigned and his or her spouse.

Should any change, revision or deletion in the laws of the State of Louisiana occur while this agreement is in effect, the undersigned agrees to execute any agreement required to amend this agreement so that it complies with the same intent of the parties hereto on the date it was executed.

Any revocation of this guaranty shall be in writing and delivered to Builders, Attention: Credit Manager, 1400 Marshall Street, P.O. Box 295, Shreveport, Louisiana 71162.

The undersigned guarantor or guarantors each hereby expressly waive the pleas of discussion and division, and each hereby contract and guarantee to Builders in solido, the faithful payment, when due, of all accounts of the Debtor for the purchases made from the date of this agreement until terminated as herein provided.

IN WITNESS WHEREOF, each of the undersigned has hereunto set his hand and seal, this the _____ day of _____, 20____.

WITNESSES:

GUARANTOR:

PRINT NAME AND TITLE