



"Proudly Serving You Since 1893"

Dear Customer:

Thank you for applying to Better Living, Inc. Please fill in all blanks on the attached application that are applicable. Please help us expedite the processing of your application by following these guidelines:

1. Provide full name and current address. List physical address as well as post office box number, if applicable.
2. If the applicant is a corporation, limited liability company or partnership, list appropriate officers and home addresses.
3. List building related references, if any. Accounts that are over six months old would be beneficial.
4. List the names of the lending institution furnishing the construction loan along with the bank officer handling the account. If no construction loan is being utilized, a verification of funds to be used for construction will be necessary.
5. A copy of the building permit is required for each job.
6. If married and assets are held jointly, please provide spouse's social security number and signature on application and guarantee.

If you have any questions, please feel free to call me at (434) 974-8171. The employees of Better Living, Inc. look forward to servicing your needs.

Sincerely,

A handwritten signature in cursive script that reads "Rita H. Pullin".

Rita H. Pullin
Credit Manager

Seller:



Credit Application and Guaranty Agreement

P.O. Box 7627

Charlottesville, VA 22906

(434) 973-4333 Fax (434) 973-9276

Salesman _____

Corporation Partnership Limited Liability Company Gov't Agency Joint Venture Other _____

Current Financial Statement Attached Yes / No Tax Exempt (Certificate Attached) Yes / No D & B Rating _____

Buyer/Applicant:

Name of Business _____ Type of Business _____

Fictitious Names or DBA or TA _____ How Long in Business _____

Address _____

City _____ State _____ Zip _____

Work Phone _____ Mobile _____ Home _____

Fax _____ Email Address _____

If Subsidiary, Name of Parent Company _____

Has applicant or any Officers, Partners, Owners or Members ever filed Bankruptcy? Who and When? _____

Does applicant or any Officers, Partners, Owners or Members have any Outstanding Liens or Judgements? Yes _____ No _____

Company Officers, Partners or Members:

(Name) _____ (Title) _____ (SS#) _____ (Phone) _____

(Name) _____ (Title) _____ (SS#) _____ (Phone) _____

(Name) _____ (Title) _____ (SS#) _____ (Phone) _____

Banking References:

Bank Name: _____ Address _____

Phone # _____ Acct # _____

Type of Account _____ Checking _____ Loan _____ Loan Account Officer Name _____

Bank Name: _____ Address _____

Phone # _____ Acct # _____

Type of Account _____ Checking _____ Loan _____ Loan Account Officer Name _____

Trade References:

Name: _____ Acct: _____ Phone: _____

Address: _____ Fax: _____

Name: _____ Acct: _____ Phone: _____

Address: _____ Fax: _____

Name: _____ Acct: _____ Phone: _____

Address: _____ Fax: _____

Purpose: To purchase building materials which will be used by Applicant for various jobs

This Application and Guaranty are subject to the terms and conditions of sale on the Reverse Side

TERMS AND CONDITIONS OF SALE

In consideration of credit being extended by Better Living, Inc. the undersigned understands (1) that it will be paying a Time Price as defined below; (2) that the information contained herein is being relied upon by Better Living, Inc. for the extension of credit; (3) that the information stated below by the undersigned is true and correct; (4) that the undersigned agrees to make payment by the last business day of the month following the month of purchases.

DELIVERY AND PURCHASES: Applicant authorizes purchases and deliveries to be made without signature. Applicant shall have an agent on the jobsite to receive all materials. In case of agent's absence, Seller may, at its option deliver the same, and the driver's signature shall be conclusive evidence of delivery and receipt of said articles. Applicant assumes all responsibility and risk of loss for materials upon delivery and receipt of materials. Seller shall not be liable and shall have no responsibility in connection with goods or materials placed in or upon Applicant's vehicle, even if Seller loads or helps load materials in or upon Applicant's vehicle. Applicant hereby waives any and all claims, demands, or rights against Seller in connection with losses or liabilities that may arise out of loading materials in or upon Applicant's vehicle.

MATERIALS RETURNED: Unless due to Seller's error, no materials are to be returned or credit allowed without Seller's prior authorization. Authorized returns in good condition are credited at invoice price less 15% to cover handling and service charges and expenses. Special ordered, non-stock merchandise may not be returned. All returns for credit must be accompanied by a purchase receipt.

MECHANIC'S LIEN: Applicant, as an inducement to Seller to sell and deliver the items agreed upon, hereby expressly represents to Seller that Applicant has not done and will not do, either directly or indirectly, anything whatsoever which has, or will have, the effect of releasing, waiving, or surrendering the Mechanic's Lien rights of Seller to the property to be improved. No Waivers of Lien for materials shall be required of Seller until the same shall have been paid in full. Upon demand by Seller, Applicant shall be obligated to immediately furnish Seller with all necessary legal descriptions and all other relevant information necessary for Seller to perfect a Mechanic's Lien. Applicant agrees to pay for all court costs, recording fees, reasonable attorney's fees and other expenses incurred by Seller in securing Seller's Mechanic's Lien rights in the event of default by the Applicant to pay according to the terms stated in Paragraph 2 hereof of this Agreement.

PAYMENT AGREEMENT

In consideration of credit being extended to the undersigned or anyone on his or their behalf, the Applicant agrees, without offset, to pay for all purchases promptly when due. It is agreed that all invoices and delivery tickets, whether signed or not, shall be deemed true and accurate unless alleged discrepancies are reported in writing to Better Living, Inc. within five (5) days of the invoice. Any balances more than thirty (30) days old will be assessed a late charge or finance charge in the amount of 1.5% monthly on the unpaid balance, including unpaid finance charges, until payment in full is made, which is an annual percentage rate of 18%. Purchases and deliveries are herewith authorized to be made without signatures. The Applicant hereby waives the benefit of Homestead Exemption as to any obligations, and agrees, in the event any suit or legal proceedings, to pay the cost thereof including reasonable attorney's fees.

In consideration of extending credit to the applicant on the reverse side hereof, the undersigned hereby unconditionally agrees to pay Better Living, Inc. all sums, which have been incurred or may hereafter become due, and payable by virtue of the extension of credit to the applicant or anyone on his or their behalf. Notice of default is hereby waived, and this Guaranty Agreement shall not be affected by granting extensions of time for payments or other indulgences and shall remain in full force and effect until written notice of cancellation from the Applicant has been received and approved by Better Living, Inc.

Undersigned Applicant and Guarantors hereby authorize any person, association, firm, bank or corporation to furnish on request to Better Living, Inc. information concerning our credit. Applicant agrees to indemnify and hold harmless Better Living, Inc. from any and all liability to the applicant, employees of the applicant, purchases from the applicant, and the public generally arising out of the purchase or use of any merchandise and materials sold to Applicant by Better Living, Inc. pursuant to terms of this Credit Application. The liability of the undersigned Guarantors shall be direct and immediate and not conditional or contingent upon the pursuit of any remedies against the Applicant or any other person, nor against securities or liens available to Better Living, Inc., its successors, or assigns. The undersigned Guarantors expressly waive: (a) notice of acceptance of the Guaranty and all extensions of credit to the Applicant; (b) presentment and demand for payment of any of the debts of the Applicant; (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 Applicant or with respect to any security therefor; (d) all other notices to which the undersigned Guarantors might otherwise be entitled; and (e) demand for payment under this Guaranty. The venue for any legal action arising from this Credit Application and Guaranty Agreement shall be in the Albemarle County Virginia Circuit Court or Albemarle County Virginia General District Court.

This Agreement shall be binding upon the undersigned, his personal representatives, successors and assigns.

CREDIT APPLICANT AND GUARANTORS:

NAME OF BUSINESS: _____
(Applicant)

(Guarantor) (Date)

(Spouse) (Date)

By: _____
(Title) (Date)

(Guarantor) (Date)

(Spouse) (Date)

Guaranty

The undersigned hereby unconditionally guarantee the obligations of Buyer/Applicant (Credit Applicant) under the foregoing credit application and agree, jointly and severally, to be bound by all the obligations imposed upon Credit Applicant in this credit application. It is further understood that guaranty of this credit application by the undersigned is a material inducement for extension of credit by Better Living, Inc. to Credit Applicant.

Guarantor Date (Seal)

Guarantor Date (Seal)

Guarantor Date (Seal)

Guarantor Date (Seal)