



LYF-TYM Building Products Co., Inc.

“Quality First Since 1966”

APPLICATION FOR CREDIT

Name of Business: _____ Tel#(____) _____

Billing Address: _____ Fax#(____) _____

Street: _____ City, State, Zip: _____ Form of Business:

Physical Address: _____ Proprietorship _____
Street: _____ City, State, Zip: _____ Corporation _____
Partnership _____
Other _____

Owners' Names: 1.) _____ 2.) _____

SS# of Owners: 1.) _____ DL# & State: 1.) _____ Year Business Established:
2.) _____ 2.) _____

Estimated Credit Line Needed : \$ _____

Taxable? Yes ____ No ____ (if no, include tax exemption certificate) Tax ID: _____ D&B# _____

Payables Info. (Person to Contact): _____ Title: _____ Tel#(____) _____

Bank Name: _____ Branch: _____ Address: _____

Bank Contact: _____ Title: _____ Tel# (____) _____

Bank Acct#: _____

The following individuals will, among others, be placing orders: _____

Anyone placing orders on our behalf is deemed authorized. Signature: _____

C.O.D. OR CASH IN ADVANCE PENDING CREDIT APPROVAL

I hereby represent that I am authorized to submit this application on behalf of the customer named above, and that the information provided is for the purpose of obtaining credit and is warranted to be true. I/we hereby authorize **LYF-TYM Building Products** to investigate the references listed pertaining to my/our credit and financial responsibility. It is agreed and understood that all necessary collection and legal expenses and interest (at **18%** per year) may be charged to debtor in the event of default or failure to pay goods sold and delivered. I (the customer applying for credit) have the financial ability and willingness to pay all invoices within established terms.

By: _____ Title: _____ Date: _____

If your company is a Corporation or a Partnership, please list all officers or partners:

Name: _____

Name: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Tel:(____) _____

Tel:(____) _____

Name: _____

Name: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Tel:(____) _____

Tel:(____) _____

Trade References: (Minimum of 4 requested)

	Vendor Name	Address	Tel#	Fax#
1.)	_____	_____	_____	_____
2.)	_____	_____	_____	_____
3.)	_____	_____	_____	_____
4.)	_____	_____	_____	_____

FOR OFFICE USE ONLY

REFERENCE NAME & TEL#	YEARS SOLD?	HIGH CREDIT	PRESENT BALANCE	PAST DUE	YOUR TERMS	YOUR COMMENTS

CREDIT/SECURITY AGREEMENT

This Security Agreement ("this Agreement") is made this date by and between the undersigned business an/or individuals signing as debtors ("Debtor"), the undersigned guarantors of the debt (AGuarantor@) and LYF-TYM BUILDING PRODUCTS CO., INC. ("Secured Party" or ACreditor@).

Section 1. Grant of Credit. After review of the Application for Credit Secured Party may, in Secured Party=s sole discretion, extend Credit to Debtor under the following terms and conditions.

A. Payment shall be due within thirty (30) days of the date of the invoice for any product delivered to Creditor by Secured Party. After the thirty (30) days, the invoice shall accrue interest at a rate of 1 1/2% per month until paid. Payment shall be due within ten (10) days of demand by Secured Party. Debtor shall be liable for any attorney=s fees or collection charges incurred by Secured Party in collecting this debt. Secured Party may chose to discontinue this grant of credit at any time in Secured Party=s sole discretion. All other terms and conditions of the Credit shall be subject to the terms and conditions of the Invoice.

Section 2. Grant of Security Interest. Debtor, in consideration of the indebtedness described in this Agreement, hereby grants, conveys, and assigns to Secured Party for security all of Debtor's existing and future right, title and interest in, to and under the Collateral listed in this Agreement. This security interest is granted to the Secured Party to secure the Credit extended by Secured party and to secure the payment of any other indebtedness owed by Debtor to Secured Party.

Section 3. Grant of Purchase Money Security Interest. Debtor, in consideration of the indebtedness described in this Agreement, hereby grants, conveys, and assigns to Secured Party for security all of Debtor's existing and future right, title and interest in and to any Inventory now owned or after acquired, and the proceeds therefrom, acquired by Debtor from Secured Party. This purchase money security interest is granted to the Secured Party to secure the Credit extended by Secured party owed by Debtor to Secured Party.

Section 4. Collateral. Shall include all of Debtor=s personal property, both now owned and hereinafter acquired, including, but not limited to: accounts, chattel paper, deposit accounts, equipment, fixtures, general intangibles, goods, instruments, inventory, investment property, and proceeds and products of all of the foregoing.

Section 5. Covenants of Debtor. The Debtor agrees and covenants as follows:

A. **Payment of Principal and Interest.** The Debtor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Invoices, any prepayment and late charges provided in the Invoices, and all other sums secured by this Agreement.

B. **Authority.** Debtor has duly authorized the undersigned to enter into this Agreement with Secured Party.

C. **Ownership of Collateral.** The Debtor is the sole owner of the Collateral and will defend the Collateral against the claims and demands of all other persons at any time claiming the same or any interest therein. The Debtor shall not remove the Collateral from its premises without the written consent of the Secured Party.

Section 6. Perfection of Security Interest. The Debtor agrees to execute and file financing statements, and do whatever may be necessary under the applicable Uniform Commercial Code in the state where the Collateral is located, to perfect and continue the Secured Party's interest in the Collateral, all at the Debtor's expense.

Section 7. Taxes and Assessments. The Debtor will pay or cause to be paid promptly when due all taxes and assessments on the Collateral, this Agreement, the Sales/Loan Agreement, and the Invoices. The Debtor may, however, withhold payment of any tax assessment or claim if a good faith dispute exists as to the obligation to pay.

Section 8. Insurance. The Debtor shall have and maintain, or cause to be maintained, insurance at all times with respect to all Collateral except accounts receivable, against such risks as the Secured Party may reasonably require, in such form, for such periods, and written by such companies as may be satisfactory to the Secured Party. All policies of insurance shall have endorsed a loss payable clause acceptable to the Secured Party and/or such other endorsements as the Secured Party may from time to time request, and the Debtor will promptly provide the Secured Party with the original policies or certificates of such insurance. The Debtor shall promptly notify the Secured Party of any loss or damage that may occur to the Collateral. The Secured Party is hereby authorized to make proof of loss if it is not made promptly by the Debtor. All proceeds of any insurance on the Collateral shall be held by the Secured Party as a part of the Collateral. Such proceeds shall be paid out from time to time upon order of the Debtor for the purpose of paying the reasonable cost of repairing or restoring the property damaged. Any proceeds that have not been so paid out within 120 days following their receipt by the Secured Party shall be applied to the prepayment of principal on the Invoices. In the event of failure to provide insurance as herein provided, the Secured Party may, at the Secured Party's option, provide such insurance at the Debtor's expense.

Section 9. Application of Payments. Unless applicable law provides otherwise, all payments received by the Secured Party from the Debtor under this Agreement shall be applied by the Secured Party in the following order of priority: (i) interest payable on the Invoices in the manner provided therein; (ii) principal of the Invoices in the manner provided therein; and (iii) any other sums secured by this Agreement in such order as the Secured Party, at the Secured Party's option, may determine.

Section 10. Protection of Secured Party's Security. If the Debtor fails to perform the covenants and agreements contained or incorporated in this Agreement, or if any action or proceeding is commenced which affects the Collateral or title thereto or the interest of the Secured Party therein, including, but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then the Secured Party, at the Secured Party's option, may make such appearance, disburse such sums, and take such action as the Secured Party deems necessary, in its sole discretion, to protect the Secured Party's interest, including but not limited to (i) disbursement of attorneys' fees, (ii) entry upon the Debtor's property to make repairs to the Collateral, and (iii) procurement of satisfactory insurance. Any amounts disbursed by Secured Party pursuant to this Section, with interest thereon, shall become additional indebtedness of the Debtor secured by this Agreement. Unless the Debtor and the Secured Party agree to other terms of payment, such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the default rate stated in the Invoices unless collection from the Debtor of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from the Debtor under applicable law. Nothing contained in this Section shall require the Secured Party to incur any expense or take any action.

Section 11. Inspection. The Secured Party may make or cause to be made reasonable entries upon and inspections of the Debtor's premises to inspect the Collateral.

Section 12. Debtor and Lien Not Released. From time to time, the Secured Party may, at the Secured Party's option, without giving notice to or obtaining the consent of the Debtor, the Debtor's successors or assigns or of any other lienholder or guarantors, without liability on the Secured Party's part, and notwithstanding the Debtor's breach of any covenant or agreement of the Debtor in this Agreement, extend the time for payment of said indebtedness or any part thereof, reduce the payments thereon, release anyone liable on any of said indebtedness, accept a renewal Invoices or Invoices therefore, modify the terms and the time of payment of said indebtedness, release from the lien of this Agreement any part of the Collateral, take or release other or additional security, reconvey any part of the Collateral, consent to any map or plan of the Collateral, consent to the granting of any easement, join in any extension or subordination agreement, and agree in writing with the Debtor to modify the rate of interest or period of amortization of the Invoices or change the amount of any installments payable thereunder. Any actions taken by the Secured Party pursuant to the terms of this Section shall not affect the obligation of the Debtor or the Debtor's successors or assigns to pay the sums secured by this Agreement and to observe the covenants of the Debtor contained herein, shall not affect the guaranty of any person, corporation, partnership, or other entity

1-Security Agreement

for payment of the indebtedness secured hereby, and shall not affect the lien or priority of lien hereof on the Collateral. The Debtor shall pay the Secured Party a reasonable service charge, together with such title insurance premiums and attorneys' fees as may be incurred at the Secured Party's option for any such action if taken at the Debtor's request.

Section 13. Forbearance by Secured Party Not a Waiver. Any forbearance by the Secured Party in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The acceptance by the Secured Party of payment of any sum secured by this Agreement after the due date of such payment shall not be a waiver of the Secured Party's right to either require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. The procurement of insurance or the payment of taxes, rents or other liens or charges by the Secured Party shall not be a waiver of the Secured Party's right to accelerate the maturity of the indebtedness secured by this Agreement, nor shall the Secured Party's receipt of any awards, proceeds or damages as provided in this Agreement operate to cure or waive the Debtor's default in payment of sums secured by this Agreement.

Section 14. Uniform Commercial Code Security Agreement. This Agreement is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the Collateral which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Debtor hereby grants the Secured Party a security interest in said items. The Debtor agrees that the Secured Party may file any appropriate document in the appropriate index as a financing statement for any of the items specified above as part of the Collateral. In addition, the Debtor agrees to execute and deliver to the Secured Party, upon the Secured Party's request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this Agreement in such form as the Secured Party may require to perfect a security interest with respect to said items. The Debtor shall pay all costs of filing such financing statements and any extensions, renewals, amendments, and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the Secured Party may reasonably require. Without the prior written consent of the Secured Party, the Debtor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in the Collateral, including replacements and additions thereto. Upon the occurrence of an event of default, the Secured Party shall have the remedies of a secured party under the Uniform Commercial Code and, at the Secured Party's option, may also invoke the other remedies provided in this Agreement as to such items. In exercising any of said remedies, the Secured Party may proceed against the items of real property and any items of personal property specified above as part of the Collateral separately or together and in any order whatsoever, without in any way affecting the availability of the Secured Party's remedies under the Uniform Commercial Code or of the other remedies provided in this Agreement.

Section 15. Events of Default. The Debtor shall be in default under this Agreement when any of the following events or conditions occurs:

A. The Debtor fails to pay in full the indebtedness within 10 days after receipt of written notice from the Secured Party demanding such payment or if Debtor shall otherwise be in default under the Invoices.

B. The Debtor fails to comply with any term, obligation, covenant, or condition contained in this Agreement or on the invoices, within 10 days after receipt of written notice from the Secured Party demanding such compliance.

C. Any warranty, covenant, or representation made to the Secured Party by the Debtor under this Agreement, proves to have been false in any material respect when made or furnished.

D. Any levy, seizure, attachment, lien, or encumbrance of or on the Collateral which is not discharged by the Debtor within 10 days or, any sale, transfer, or disposition of any interest in the Collateral, other than in the ordinary course of business, without the written consent of the Secured Party.

Section 16. Acceleration in Case of Borrower's Insolvency. If the Debtor shall voluntarily file a petition under the federal Bankruptcy Act, as such Act may from time to time be amended, or under any similar or successor federal

statute relating to bankruptcy, insolvency, arrangements or reorganizations, or under any state bankruptcy or insolvency act, or file an answer in an involuntary proceeding admitting insolvency or inability to pay debts, or if the Debtor shall be adjudged a bankrupt, or if a trustee or receiver shall be appointed for the Debtor's property, or if the Collateral shall become subject to the jurisdiction of a federal bankruptcy court or similar state court, or if the Debtor shall make an assignment for the benefit of its creditors, or if there is an attachment, receivership, execution or other judicial seizure, then the Secured Party may, at the Secured Party's option, declare all of the sums secured by this Agreement to be immediately due and payable without prior notice to the Debtor, and the Secured Party may invoke any remedies permitted by this Agreement. Any attorneys' fees and other expenses incurred by the Secured Party in connection with the Debtor's bankruptcy or any of the other events described in this Section shall be additional indebtedness of the Debtor secured by this Agreement.

Section 17. Rights of Secured Party

A. Upon default or at any time prior to default when the Secured Party reasonably feels insecure, the Secured Party may require the Debtor to assemble the Collateral and make it available to the Secured Party at the place to be designated by the Secured Party which is reasonably convenient to both parties. The Secured Party may sell all or any part of the Collateral as a whole or in parcels either by public auction, private sale, or other method of disposition. The Secured Party may bid at any public sale on all or any portion of the Collateral. Unless the Collateral is perishable or threatens to decline speedily in value or is of the type customarily sold on a recognized market, the Secured Party shall give the Debtor reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of the Collateral is to be made, and notice given at least 10 days before the time of the sale or other disposition shall be conclusively presumed to be reasonable.

B. Notwithstanding any provision of this Agreement, the Secured Party shall be under no obligation to offer to sell the Collateral. In the event the Secured Party offers to sell the Collateral, the Secured Party will be under no obligation to consummate a sale of the Collateral if, in its reasonable business judgment, none of the offers received by it reasonably approximates the fair value of the Collateral.

C. In the event the Secured Party elects not to sell the Collateral, the Secured Party may elect to follow the procedures set forth in the Uniform Commercial Code for retaining the Collateral in satisfaction of the Debtor's obligation, subject to the Debtor's rights under such procedures.

D. In addition to the rights under this Agreement, in the event of a default by the Debtor, the Secured Party shall be entitled to the appointment of a receiver for the Collateral as a matter of right whether or not the apparent value of the Collateral exceeds the outstanding principal amount of the Invoices and any receiver appointed may serve without bond. Employment by the Secured Party shall not disqualify a person from serving as receiver.

Section 18. Waiver of Statute of Limitations. Debtor and Guarantor hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Agreement or to any action brought to enforce the Invoices or any other obligation secured by this Agreement.

Section 19. Waiver of Marshalling. Notwithstanding the existence of any other security interest in the Collateral held by the Secured Party or by any other party, the Secured Party shall have the right to determine the order in which any or all of the Collateral shall be subjected to the remedies provided by this Agreement. The Secured Party shall have the right to determine the order in which any or all portions of the indebtedness secured by this Agreement are satisfied from the proceeds realized upon the exercise of the remedies provided in this Agreement. The Debtor, any party who consents to this Agreement, and any party who now or hereafter acquires a security interest in the Collateral and who has actual or constructive notice of this Agreement, hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or by this Agreement.

Section 20. Guaranty. Guarantor does hereby unconditionally guarantee to Secured Party, its successors and assigns, payment, on demand, in lawful money of the United States of America, of any and all indebtedness

2-Security Agreement

of Debtor to Secured Party. Guarantor agrees that upon any default of Debtor in payment of Debtor's indebtedness to Secured Party or any part thereof, Guarantor will pay to Secured Party, upon demand, the entire amount of the indebtedness of Debtor to the full extent of this Guaranty without any obligation on the part of Secured Party to endeavor to collect such Indebtedness from or proceed against Debtor or any surety, endorser, or other guarantor, or to liquidate any collateral then held by Secured Party securing payment of such indebtedness. Guarantor understands that Secured Party would not have sold the subject property on a time price differential to Debtor without this Guaranty and has relied upon this Guaranty. This Guaranty shall take effect when signed by Secured Party and Guarantor hereby waives any requirement of acceptance or reliance by Secured Party.

Section 21. Secured Party's Rights in Dealing with Debtor. Guarantor consents to any and all interest rate changes, finance charge changes, and modifications of terms and extensions of time for the payment of Debtor's Indebtedness to Secured Party, or any part thereof, or any renewals or modifications of instruments evidencing the indebtedness or relating to collateral or security for the Indebtedness. Guarantor authorizes Secured Party, without notice or demand and without affecting his liability hereunder, from time to time to renew, compromise, extend, accelerate or otherwise change the time for payment of, or otherwise change the terms of the Indebtedness or any part thereof. Secured Party may release any collateral given to Secured Party by Debtor, with or without substitution of new collateral, and Secured Party may release, agree not to sue, or choose not to proceed against the Debtor's sureties, endorsers or other guarantors without affecting the liability of Guarantor herein. Guarantor further waives: (a) presentment and demand for payment of any Indebtedness of Debtor; (b) protest and notice of dishonor or default with respect to any Indebtedness of Debtor; (c) all other notices to which Guarantor might otherwise be entitled; and (d) any demand for payment under this Guaranty.

Section 22. Secured Party's Rights in Dealing with Collateral of Debtor. On the nonpayment of the Indebtedness or any part thereof, or on the default of Debtor in any other particular, Secured Party may, at its option and without any manner affecting the liability of Guarantor herein, do any of the following: (a) choose not to endeavor to realize upon or liquidate any collateral then held by Secured Party; (b) sell at public or private sale, at such time and place for such price by such method or manner and upon such terms as Secured Party may deem reasonable, any collateral now or hereafter held by it; (c) negotiate and compromise with Debtor, or any person, firm or corporation liable upon any collateral now or hereafter held by it; and (d) foreclose by judicial sale, or non-judicial sale, as may be permitted under state law, or enforce by all available remedies, including forfeiture, the Debtor's interest in any subject real property as may be permitted under state law as allowed to the Secured Party of a real estate contract, beneficiary of a trust deed or mortgage.

Section 23. Effect of Certain Events. Without limiting the generality of any other provisions hereof, this Guaranty shall remain in full force and effect and shall not be in any way affected by nor shall Guarantor be exonerated or his liabilities and obligations discharged in whole or in part by any of the following events: (a) any merger, acquisition, consolidation or change in structure of Debtor or any sale, lease, transfer or other disposition of any or all of the assets or capital stock of Debtor; (b) any claim, defense, counterclaim or setoff which Debtor may have or assert; or (c) any action by Secured Party which impairs collateral or limits any rights of Guarantor to seek subrogation, reimbursement, contribution or indemnity against, or recourse to, Debtor or any other person with respect to payments made by Guarantor pursuant to this guaranty, including but not limited to any failure by Secured Party to perfect a security interest in any collateral or relating to Secured Party's custody and preservation of collateral.

Section 24. Subordination of Guarantor's Rights Against Debtor. In the event of the payment by Guarantor to Secured Party of any amount whatsoever and the resultant subrogation of Guarantor to the rights of Secured Party by reason of such payment, the amount of the remaining Indebtedness of Debtor to Secured Party after the payment by Guarantor pursuant to this Guaranty shall have priority over any claim that Guarantor may have against Debtor, whether or not Debtor is at such time or thereafter becomes insolvent. Guarantor further expressly subordinates any claim against Debtor upon any account whatsoever to any claim that Secured Party may have against Debtor at any time and for any reason.

Section 25. Guarantor's Familiarity with Debtor. Guarantor hereby acknowledges that he is making this Guaranty at Debtor's request based solely on his familiarity with and independent investigation of Debtor's financial condition, affairs and circumstances and not in reliance upon any investigation or knowledge of Secured Party. Guarantor hereby waives any duty on the part of Secured Party, and acknowledges that he is not relying upon and is not expecting Secured Party, to disclose to him any fact now or hereafter known by Secured Party relating to such condition, affairs or circumstances.

Section 26. Enforceability of Guaranty Not Conditional. The enforceability of this Guaranty is not conditioned upon any other person or entity also guarantying the payment of Debtor's Indebtedness to Secured Party or upon any other act to be performed by Secured Party or any other person or entity as a condition to the full enforceability of this Guaranty.

Section 27. Duration of Guaranty. This Guaranty shall be an open and continuous one and shall continue in full force and effect until terminated by written notice of such termination delivered by Guarantor to Secured Party personally or by certified mail or until payment in full of the Indebtedness. In the event of such termination, this Guaranty shall continue to remain in full force and effect with respect to the amount of indebtedness covered by this Guaranty outstanding and owing from Debtor to Secured Party at the time such notice is received by Secured Party, including all renewals, extensions and refinancing of such amounts.

Section 28. Requirement of Writing. Guarantor understands and agrees that this Guaranty cannot be waived, abandoned, terminated, released, or modified in any way by Secured Party except in writing signed by an authorized agent of Secured Party. Guarantor further understands and agrees that he cannot rely in any respect upon any oral statements or representations relating to this Guaranty and hereby warrants that he has not so relied.

Section 29. Not Affected by Bankruptcy Code. Guarantor agrees that this Guaranty shall remain in full force and effect notwithstanding any action by or against Secured Party or concerning any collateral which is secured to Secured Party in connection with the indebtedness of Debtor in any proceeding in the United States Bankruptcy Court including, but not limited to: (a) matters relating to valuation of collateral; (b) election or imposition of secured or unsecured claim status upon claims by Secured Party, or (c) confirmation of any reorganization plan or other payment plan pursuant to any Chapter of the Bankruptcy Code. In the event any payment received upon this obligation and paid by any person or entity including Guarantor shall be deemed by final order of a court to have been a voidable preference under the bankruptcy laws of the United States, or a court otherwise declares that Secured Party is not entitled to retain any such payment for any reason, the obligation of Guarantor shall remain as an obligation due hereunder and shall not be considered as having been extinguished by said payment or payments notwithstanding any purported cancellation of this Guaranty by Secured Party or return of this Guaranty by Secured Party to Guarantor.

Section 30. Guarantor's Direct Benefit. Guarantor hereby represents and warrants that it is the Guarantor's direct interest to assist the Debtor because of the undersigned's interest(s) in and relationship(s) with the Debtor.

Section 31. Death of Guarantor. The death of Guarantor shall not terminate liability hereunder and the Guaranty shall be binding upon Guarantor's heirs, devisees and personal representative. This Guaranty shall continue in full force and effect after Guarantor's death until terminated by a legal representative of Guarantor in accordance with Section 10 above.

Section 32. Remedies Cumulative. Each remedy provided in this Agreement is distinct and cumulative to all other rights or remedies under this Agreement or afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever.

Section 33. Notices. Any notices permitted or required under this Agreement shall be deemed given upon the date of personal delivery or 48 hours after deposit in the United States mail, postage fully prepaid, return receipt requested, addressed to Debtor at the address listed on the Credit Application, addressed to Guarantor at the address of the Debtor care of the Guarantor, and addressed to Secured Party at:

Curt S. Corder
Nathan M. Hull

With Copy to:
Nathan M. Hull

3-Security Agreement

Lyf-Tym Building Products Co., Inc.
4898 McCracken Rd.
Kernesville, NC 27285

Robertson & Hull, P.A.
2730 East W.T. Harris Blvd
Suite 101
Charlotte, NC 28213-4108

ABOVE. THE UNDERSIGNED GUARANTOR(S) ACKNOWLEDGES THAT THEY HAVE NOT RELIED ON ANY ORAL OR WRITTEN REPRESENTATIONS BY SECURED PARTY IN ENTERING INTO THIS AGREEMENT OF GUARANTY AND THAT GUARANTOR(S) HAS FREELY, WITHOUT COERCION OR DURESS, ENTERED INTO THIS AGREEMENT.

or at any other address as any party may, from time to time, designate by notice given in compliance with this Section. If Debtor fails to give an address in this Agreement notice sent to either the registered agent or principal office of Debtor shall suffice.

GUARANTOR(S)

Section 34. Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

_____ (Seal)

Section 35. Entire Agreement. This Agreement and the Invoices and other agreements executed contemporaneously hereto contain the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

_____ (Seal)

Section 36. Agreement Binding. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Section 37. Presumption. This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

Section 38. Further Action. The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of (this Agreement) (this Agreement and the Sales/Loan Agreement).

Section 39. Parties in Interest. Nothing herein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.

Section 40. Savings Clause. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

Section 41. Attorney Fees. In the event an arbitration, suit or action is brought by any party under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorneys fees to be fixed by the arbitrator, trial court, and/or appellate court.

IN WITNESS WHEREOF, the undersigned have executed this Guaranty the date and year set forth below.

Dated:

DEBTOR:

By: _____ (Seal)

Print: _____

Title: _____

SECURED PARTY:
LYF-TYM BUILDING PRODUCTS CO., INC.

By: _____ (Seal)

Print: _____

Title: _____

THE UNDERSIGNED GUARANTOR(S) HAS READ THIS GUARANTY AND UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UNTIL TERMINATED IN THE MANNER SET FORTH