



Alliance Lumber and Alliance Truss

CREDIT APPLICATION AND AGREEMENT

FOR PURPOSES OF INDUCING ALC HOLDING, LLC AND IT'S AFFILIATES NOTED BELOW ("ALC HOLDING, LLC") TO SELL MERCHANDISE ON CREDIT TO THE APPLICANT NAMED BELOW, AND INTENDING AND UNDERSTANDING THAT ALC HOLDING, LLC WILL RELY ON SUCH INFORMATION WHEN EXTENDING CREDIT, BUYER SUBMITS THIS CREDIT APPLICATION AND WARRANTS THAT ALL INFORMATION CONTAINED IN THIS CREDIT APPLICATION IS TRUE AND CORRECT

Legal Business Name _____ Name of Sales Rep. _____

Business Address _____ City _____ State _____ Zip _____

Phone _____ Fax _____ Number of Years at Above Address _____ Type of Business _____

Contractor's License No. _____ Federal Tax I.D. No. _____ State Business License No. _____

Bond Company Name _____ Bond No. _____ Years Business Established _____

Business Structure (check one and complete appropriate section below)

SOLE OWNER/PROPRIETORSHIP PARTNERSHIP CORPORATION LLC (Limited Liability Co.)

HAVE YOU EVER HAD AN ACCOUNT PRIOR OR DO YOU CURRENTLY HOLD ONE ACTIVE UNDER ANOTHER BUSINESS NAME OR WITH AN ALLIANCE SUBSIDIARY OR AFFILIATE? YES NO IF YES, PLEASE PROVIDE ACCOUNT INFORMATION:

PARTNERSHIP OR PROPRIETORSHIP (Please list each Partner who has a Limited or General Financial Interest)

NAME	SOCIAL SECURITY NO. (REQUIRED)	HOME ADDRESS (REQUIRED)	DRIVER'S LICENSE NO. (REQUIRED)	PHONE NO. (REQUIRED)

HAVE YOU AND/OR ANY OF THE PARTNERS EVER BEEN INVOLVED IN BANKRUPTCY PROCEEDINGS? YES NO

DATE FILED: _____ TYPE: _____

CORPORATION / LLC (LIST CORPORATE OFFICERS)

TITLE	NAME	HOME ADDRESS (REQUIRED)	SOCIAL SECURITY NO. (REQUIRED)	PHONE NO. (REQUIRED)
President				
Vice President				
Secretary				
Treasurer				

HAVE ANY OF THE OFFICERS, SHAREHOLDERS OR DIRECTORS EVER BEEN INVOLVED IN BANKRUPTCY PROCEEDINGS? YES NO

DATE FILED: _____ TYPE: _____

HAVE ANY OF THE OFFICERS, SHAREHOLDERS OR DIRECTORS EVER APPLIED FOR CREDIT WITH CORNERSTONE BUILDING ALLIANCE SW, LLC OR AFFILIATE?

YES NO IF YES, UNDER WHAT NAME: _____

TRADE REFERENCES

NAME	ADDRESS	PHONE
1.		
2.		
3.		

Bank Name _____ Branch Address _____

Type of Account _____ Account No. _____

TERMS AND AGREEMENTS

BUYER HEREIN MAKES APPLICATION TO ALC HOLDING, LLC ("SELLER"), INCLUDING ANY AND ALL OF ITS EXISTING OR FUTURE SUBSIDIARIES OR AFFILIATES, WHEREVER LOCATED, FOR OPEN ACCOUNT STATUS AND/OR TO UPDATE AND RECONFIRM BUYER'S EXISTING ACCOUNT AND BALANCE. BUYER AGREES THAT ITS BACKGROUND AND PERSONAL CREDIT HISTORY MAY BE EVALUATED PRIOR TO ANY EXTENSION OF CREDIT. IF OPEN ACCOUNT STATUS IS GRANTED, BUYER PROMISES TO PAY ALL INVOICES WHEN BILLED, AND ALL PAST DUE OBLIGATIONS, AND UNDERSTANDS PAYMENTS WILL BE APPLIED TO FINANCE CHARGES FIRST AND THEN PRINCIPAL. SHOULD OPEN ACCOUNT STATUS BE DENIED, BUYER UNDERSTANDS THAT IT HAS THE RIGHT TO KNOW WHY. PERMISSION IS HEREBY GRANTED TO SELLER AND/OR ITS AGENTS TO VERIFY AND/OR SUPPLEMENT THE INFORMATION STATED HEREIN.

ACCOUNTS WILL BE CHARGED A 1-1/2% PER MONTH FINANCE CHARGE ON ALL PAST DUE BALANCES. ALL CLAIMS FOR SHORTAGE OR ALLOWANCES MUST BE MADE ON DATE OF DELIVERY. ARTICLES FURNISHED FOR USE IN THE IMPROVEMENT OF REAL PROPERTY MAY BE SUBJECT TO THE PRELIMINARY NOTICE AND MECHANIC'S LIEN LAWS OF THE STATE IN WHICH THEY OCCUR.

SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER CONCERNING THE MATERIALS DESCRIBED HEREIN AND BUYERS ACCEPT THE MATERIALS AS IS. SELLER DOES NOT ADOPT OR AFFIRM ANY OF THE WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, MADE BY ANY OF THE MANUFACTURERS OF ANY OF THE MATERIALS DESCRIBED HEREIN.

SELLER WILL PROVIDE REASONABLE WRITTEN NOTICE OF ANY ADDITIONAL SUBSIDIARIES OR AFFILIATES. BY CONTINUING TO PLACE ORDERS UNDER BUYER'S ACCOUNT, BUYER AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT WITH REGARD TO THE ADDITIONAL SUBSIDIARIES OR AFFILIATES. NOTWITHSTANDING THIS PROVISION, BUYER UNDERSTANDS AND ACKNOWLEDGES THAT THE TERM "SELLER" EXPRESSLY INCLUDES EXISTING AND FUTURE SUBSIDIARIES AND AFFILIATES.

ALL QUOTATIONS AND SALES ARE F.O.B. POINT OF SHIPMENT/POINT OF DELIVERY/DESTINATION UNLESS EXPRESSLY STIPULATED OTHERWISE IN WRITING. THE RISK OF LOSS OR DESTRUCTION OF, OR DAMAGE TO THE MATERIALS SHALL BE ON BUYER FROM AND AFTER DELIVERY OF THE MATERIALS TO BUYERS OR CARRIER, WHICHEVER OCCURS FIRST.

SELLER SHALL NOT BE LIABLE TO BUYER FOR ANY LOSS OR DAMAGE SUFFERED BY BUYER, DIRECTLY OR INDIRECTLY AS A RESULT OF SELLER'S FAILURE TO PERFORM, OR DELAY IN PERFORMING ANY OBLIGATION UNDER THIS ORDER WHERE SUCH A FAILURE OR DELAY IS CAUSED BY LABOR TROUBLES (INCLUDING WITHOUT LIMITATION STRIKES, SLOW DOWNS AND LOCKOUTS), CIVIL DISTURBANCE, GOVERNMENT REGULATIONS, INABILITY TO OBTAIN OR REVOCATION OF EXPORT OR IMPORT LICENSES, INTERRUPTIONS OF OR DELAY IN TRANSPORTATION, MATERIAL SHORTAGES, POWER FAILURES, ACCIDENT, OR OTHER CAUSE OF LIKE OR DIFFERENT CHARACTER BEYOND SELLER'S CONTROL.

PRICES DO NOT INCLUDE TAX. TAXES WILL BE ADDED, IN ALL CASES, UNLESS AN EXEMPTION CERTIFICATE IS ON FILE WITH SELLER. BUYER SHALL PAY THE AMOUNT OF ANY APPLICABLE SALES, USE, COMPENSATING, INTANGIBLES, GROSS INCOME OR LIKE TAX, IMPORT DUTIES AND SIMILAR CHARGES LEVIED BY ANY GOVERNMENTAL AUTHORITY IN CONNECTION WITH THIS ORDER.

SELLER TAKES EXCEPTION TO AND HEREBY OBJECTS TO ALL HOLD HARMLESS AND INDEMNITY PROVISIONS, EITHER EXPRESS OR IMPLIED, SET FORTH IN BUYER'S ORDER THAT SEEKS TO IMPOSE LIABILITY ON SELLER.

NO ALTERNATES QUOTED HEREUNDER ARE GUARANTEED EQUAL TO THE SPECIFIED MATERIALS AND ALTERNATES ARE SUBJECT TO THE APPROVAL OF BUYER'S SPECIFYING AGENT UNLESS OTHERWISE AGREED IN WRITING. PRICES QUOTED ARE F.O.B. POINT OF SHIPMENT/POINT OF DELIVERY/DESTINATION WITH FULL FREIGHT ALLOWED TO JOB SITE WITH UNLOADING BY BUYER. SELLER RESERVES THE RIGHT TO INVOICE FOR ADDITIONAL EXPENSES INCURRED DUE TO PARTIAL RELEASE OF THE SPECIFIED MATERIALS. DELIVERY DATES ARE NOT GUARANTEED AND DELINQUENCY IN DELIVERY WILL NOT CONSTITUTE GROUNDS FOR CHARGEBACK, SETOFF, OR OTHER DAMAGES OR CLAIMS OF DAMAGE AGAINST SELLER UNLESS SPECIFIED DELIVERY DATES ARE REQUESTED BY BUYER AND EXPRESSLY AGREED TO IN WRITING BY SELLER.

IF SELLER TAKES OR COMMENCES ANY ACTION OR PROCEEDING AND/OR HIRES AN ATTORNEY TO COLLECT ANY DELINQUENT AMOUNTS ON BUYER'S ACCOUNT, BUYER WILL PAY TO SELLER THE ATTORNEYS' FEES AND COSTS INCURRED BY SELLER, WHICH WILL INCLUDE, BUT IS NOT LIMITED TO, ALL EXPERT WITNESS FEES, OTHER WITNESS FEES AND ASSOCIATED EXPENSES. SELLER MAY FILE OR COMMENCE SUCH ACTION OR PROCEEDING IN ANY COURT OF COMPETENT JURISDICTION WHICH SELLER IN ITS SOLE DISCRETION DETERMINES. THE LAWS OF THE STATE OF ARIZONA WILL GOVERN. BUYER UNDERSTANDS AND AGREES THAT IT IS WAIVING ITS RIGHTS TO LITIGATE OUTSIDE OF MARICOPA COUNTY, ARIZONA. IN THE EVENT PAYMENT IS NOT MADE AND THIS ACCOUNT IS REFERRED FOR COLLECTION, BUYER AGREES TO PAY THE COSTS OF COLLECTION, REGARDLESS OF WHETHER A LAWSUIT IS INSTITUTED.

BUYER CERTIFIES THE FOLLOWING: (1) THE INFORMATION PROVIDED IS TRUE AND CORRECT AND HAS BEEN SUBMITTED TO OBTAIN COMMERCIAL CREDIT; (2) SIGNER IS AUTHORIZED TO EXECUTE APPLICATIONS AND OTHER DOCUMENTS REQUIRED TO ESTABLISH COMMERCIAL CREDIT ACCOUNTS ON BEHALF OF BUYER; (3) SELLER IS HEREBY AUTHORIZED TO INVESTIGATE AND VERIFY ANY INFORMATION PROVIDED AND INQUIRE OF REFERENCES OR OTHERS AS TO CREDIT WORTHINESS; (4) BUYER HEREBY GRANTS SELLER PERMISSION THROUGH ITS AGENCIES TO CHECK BUYER'S CONSUMER CREDIT AND/OR THE CONSUMER CREDIT OF ANY OR ALL OF THE SIGNERS FOR THE BUYER, AT ANY TIME FOR THE PURPOSE OF ESTABLISHING THE MAXIMUM CREDIT; (5) SELLER MAY ANSWER QUESTIONS FOR OTHERS ABOUT ITS CREDIT HISTORY WITH THE BUYER; AND (6) SIGNER HAS READ, UNDERSTANDS, AND AGREES TO ALL OF THE TERMS, AND AGREES TO NOTIFY SELLER, IN WRITING VIA CERTIFIED MAIL, OF ANY MATERIAL CHANGE IN NAME, OWNERSHIP, LOCATION OR CORPORATE STATUS WITHIN FIVE (5) DAYS. FAILURE TO NOTIFY OF A CHANGE OF STATUS CONSTITUTES A WAIVER BY BUYER OF ASSERTING THE DEBT IS OWED BY AN ENTITY DIFFERENT THAN THAT SET FORTH HEREIN.

BUYER HEREBY IRREVOCABLY GRANTS TO ALC HOLDING, LLC AND/OR ITS SUBSIDIARIES OR AFFILIATES THE POWER OF ATTORNEY TO ENDORSE ANY AND ALL CHECKS OR SIMILAR INSTRUMENTS FOR PAYMENT OF MONEY WHICH ARE PAYABLE TO BUYERS/ CONTRACTOR/SUBCONTRACTOR AND ANY ALC HOLDING, LLC SUBSIDIARY INCLUDING, ALLIANCE LUMBER SW, LLC, ALLIANCE TRUSS, LLC, ALLIANCE TRUTRUS, LLC, ALLIANCE COMPONENTS, LLC, CORE MATERIALS DISTRIBUTION, LLC, ARIZONA STRUCTURAL LAMINATORS, LLC, ALC TRANSPORTATION, LLC OR, ALC EQUIPMENT LEASING LLC.

A FACSIMILE OR ELECTRONIC MAIL SIGNATURE OF THIS APPLICATION WILL BE CONSIDERED AN ORIGINAL SIGNATURE INCLUDING, BUT NOT LIMITED TO, AUTHENTICATION OF THE BUYER'S SIGNATURE AND AGREEMENT TO THE TERMS OF THE CREDIT APPLICATION.

THIS CREDIT APPLICATION AND THE FOREGOING CREDIT TERMS CONSTITUTE THE SOLE UNDERSTANDING AND AGREEMENT UNDER WHICH SELLER WILL EXTEND CREDIT TO BUYER FOR THE PURCHASE OF MERCHANDISE. SUCH CREDIT TERMS MAY BE AMENDED ONLY IF AGREED TO IN WRITING BY SELLER. BUYER AGREES TO AND ACCEPTS THE FOREGOING CREDIT TERMS.

By: _____ Dated _____
Owner/Corporate Officer/Co-Partner*

- If signed by anyone other than an Officer or Owner an "Authorized Agent Letter" must accompany this application

CONTINUING GENERAL GUARANTY

FOR PURPOSES OF INDUCING ALC HOLDING, LLC AND/OR ITS SUBSIDIARIES OR AFFILIATES ("SELLER") TO SELL MERCHANDISE ON CREDIT TO THE BUYER NAMED ABOVE, THE UNDERSIGNED ("GUARANTORS"), JOINTLY AND SEVERALLY, UNCONDITIONALLY, ABSOLUTELY AND IRREVOCABLY PROMISE TO PAY AND GUARANTEE FULL AND PUNCTUAL PAYMENT AND SATISFACTION TO SELLER, ITS SUCCESSORS, HEIRS, AND ASSIGNS, ON A CONTINUING BASIS, ALL AMOUNTS WHICH SUCH BUYER NOW OR IN THE FUTURE OWE OR MAY OWE TO SELLER ON ACCOUNT OF OR WITH RESPECT TO MERCHANDISE SOLD BY SELLER TO SUCH BUYER, AND ALL COSTS, FEES AND EXPENSES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COSTS, INCURRED BY SELLER IN OR WITH RESPECT TO THE COLLECTION OF THE AMOUNTS OWED TO IT BY THE BUYER OR THE COLLECTION OR ENFORCEMENT OF OR IN ANY WAY CONNECTED WITH THIS GUARANTY. THIS IS INTENDED TO BE AND IS A CONTINUING GUARANTY AND SHALL NOT BE REVOKED EXCEPT UPON ACTUAL RECEIPT OF WRITTEN NOTICE BY SELLER CONFIRMED VIA CERTIFIED MAIL. GUARANTORS AGREE TO THE TERMS AND AGREEMENTS AS SPECIFIED ABOVE. GUARANTORS HEREBY WAIVE ANY NOTICES REGARDING THE CREDIT TERMS AND AGREEMENTS OR THIS GUARANTY, AND AGREE THAT THIS GUARANTY SHALL BE APPLICABLE UNTIL THE CREDIT TERMS AND AGREEMENTS HAS TERMINATED AND ALL AMOUNTS DUE THEREUNDER SHALL HAVE BEEN PAID IN FULL. DIRECT INQUIRIES OF EMPLOYERS AND BUSINESSES WHERE GUARANTORS MAINTAIN ACCOUNTS MAY ALSO BE MADE. GUARANTORS' OBLIGATIONS UNDER THIS GUARANTY ARE INDEPENDENT OF AND IN ADDITION TO THE OBLIGATIONS OF BUYER, AND SELLER MAY PROCEED AGAINST GUARANTORS BEFORE PROCEEDING AGAINST BUYERS. SELLER MAY FILE OR COMMENCE AN ACTION OR PROCEEDING TO ENFORCE THIS GUARANTY IN ANY COURT OF COMPETENT JURISDICTION WHICH SELLER IN ITS SOLE DISCRETION DETERMINES. THE LAWS OF THE STATE OF ARIZONA WILL GOVERN. GUARANTORS UNDERSTAND AND AGREE THAT THEY ARE WAIVING THEIR RIGHTS TO LITIGATE OUTSIDE OF MARICOPA COUNTY, ARIZONA.

THIS IS A GUARANTY OF PAYMENT AND PERFORMANCE AND NOT OF COLLECTION, SO SELLER CAN ENFORCE THIS GUARANTY AGAINST GUARANTORS EVEN WHEN SELLER HAS NOT EXHAUSTED SELLER'S REMEDIES AGAINST ANYONE ELSE OBLIGATED TO PAY THE INDEBTEDNESS OR AGAINST ANY COLLATERAL SECURING THE INDEBTEDNESS, THIS GUARANTY OR ANY OTHER GUARANTY OF THE INDEBTEDNESS. UNDER THIS GUARANTY, GUARANTORS' OBLIGATIONS ARE CONTINUING.

THE INDEBTEDNESS GUARANTEED BY THIS GUARANTY INCLUDES ANY AND ALL OF BUYER'S INDEBTEDNESS TO SELLER AND IS USED IN THE COMPREHENSIVE SENSE AND MEANS AND INCLUDES ANY AND ALL OF BUYER'S LIABILITIES, OBLIGATIONS AND DEBTS TO SELLER, NOW EXISTING OR HEREAFTER ACQUIRED, ARISING, INCURRED OR CREATED. THIS GUARANTY WILL CONTINUE TO BIND GUARANTORS FOR ALL INDEBTEDNESS INCURRED BY BUYER OR COMMITTED BY SELLER PRIOR TO ACTUAL RECEIPT OF GUARANTORS' WRITTEN NOTICE OF REVOCATION, INCLUDING WITHOUT LIMITATION ANY EXTENSIONS, RENEWALS, SUBSTITUTIONS, OR MODIFICATIONS OF THE INDEBTEDNESS. GUARANTORS AUTHORIZE SELLER TO MAKE ONE OR MORE ADDITIONAL EXTENSIONS OF ADDITIONAL CREDIT TO BUYER. ANY PAYMENTS MADE ON

THE INDEBTEDNESS WILL NOT DISCHARGE OR DIMINISH GUARANTORS' OBLIGATIONS AND LIABILITY UNDER THIS GUARANTY FOR ANY REMAINING AND SUCCEEDING INDEBTEDNESS EVEN WHEN ALL OR PART OF THE OUTSTANDING INDEBTEDNESS MAY BE A ZERO BALANCE FROM TIME TO TIME.

THIS GUARANTY WILL TAKE EFFECT WHEN RECEIVED BY SELLER WITHOUT THE NECESSITY OF ANY ACCEPTANCE BY SELLER, OR ANY NOTICE TO GUARANTORS OR BUYERS, AND WILL CONTINUE IN FULL FORCE UNTIL ALL THE INDEBTEDNESS INCURRED OR CONTRACTED BEFORE RECEIPT BY SELLER OF ANY NOTICE OF REVOCATION SHALL HAVE BEEN FULLY AND FINALLY PAID AND SATISFIED AND ALL OF GUARANTORS' OTHER OBLIGATIONS UNDER THIS GUARANTY SHALL HAVE BEEN PERFORMED IN FULL. IF GUARANTORS ELECT TO REVOKE THIS GUARANTY, GUARANTORS MAY ONLY DO SO IN WRITING. GUARANTORS' WRITTEN NOTICE OF REVOCATION MUST BE MAILED TO SELLER, BY CERTIFIED MAIL, AT SELLER'S ADDRESS LISTED ABOVE OR SUCH OTHER PLACE AS SELLER MAY DESIGNATE IN WRITING. WRITTEN REVOCATION OF THIS GUARANTY WILL APPLY ONLY TO NEW INDEBTEDNESS CREATED AFTER ACTUAL RECEIPT BY SELLER OF GUARANTORS' WRITTEN REVOCATION.

EXCEPT AS PROHIBITED BY APPLICABLE LAW, GUARANTORS WAIVE ANY RIGHT TO REQUIRE SELLER (A) TO CONTINUE EXTENDING CREDIT TO BUYER; (B) TO MAKE ANY PRESENTMENT, PROTEST, DEMAND, OR NOTICE OF ANY KIND, INCLUDING WITHOUT LIMITATION NOTICE OF ANY NONPAYMENT OF THE INDEBTEDNESS OR OF ANY NONPAYMENT RELATED TO ANY COLLATERAL, OR NOTICE OF ANY ACTION OR INACTION ON THE CREATION OF NEW OR ADDITIONAL CREDIT OR OBLIGATIONS; (C) TO RESORT FOR PAYMENT OR TO PROCEED DIRECTLY OR AT ONCE AGAINST ANY PERSON, INCLUDING WITHOUT LIMITATION BUYERS OR ANY OTHER GUARANTOR; (D) TO PROCEED DIRECTLY AGAINST OR EXHAUST ANY COLLATERAL HELD BY SELLER FROM BUYER, ANY OTHER BUYER OR ANY OTHER PERSON; (E) TO GIVE NOTICE OF THE TERMS, TIME, AND PLACE OF ANY PUBLIC OR PRIVATE SALE OF PERSONAL PROPERTY SECURITY HELD BY SELLER FROM BUYER OR TO COMPLY WITH ANY OTHER APPLICABLE PROVISIONS OF THE UNIFORM COMMERCIAL CODE; (F) TO PURSUE ANY OTHER REMEDY WITHIN SELLER'S POWER; OR (G) TO COMMIT ANY ACT OR OMISSION OF ANY KIND, OR AT ANY TIME, WITH RESPECT TO ANY MATTER WHATSOEVER. GUARANTORS ALSO WAIVE ANY AND ALL RIGHTS OR DEFENSES BASED ON SURETYSHIP OR IMPAIRMENT OF COLLATERAL, INCLUDING WITHOUT LIMITATION ANY RIGHTS OR DEFENSES ARISING BY REASON OF (A) ANY "ONE ACTION" OR "ANTI-DEFICIENCY" LAW OR ANY OTHER LAW WHICH MAY PREVENT SELLER FROM BRINGING ANY ACTION, INCLUDING WITHOUT LIMITATION A CLAIM FOR DEFICIENCY, AGAINST GUARANTORS, BEFORE OR AFTER SELLER'S COMMENCEMENT OR COMPLETION OF ANY FORECLOSURE ACTION, EITHER JUDICIALLY OR BY EXERCISE OF A POWER OF SALE; (B) ANY ELECTION OF REMEDIES BY SELLER WHICH DESTROYS OR OTHERWISE ADVERSELY AFFECTS GUARANTORS' SUBROGATION RIGHTS OR GUARANTORS' RIGHTS TO PROCEED AGAINST BUYER FOR REIMBURSEMENT, INCLUDING WITHOUT LIMITATION ANY LOSS OF RIGHTS GUARANTORS MAY SUFFER BY REASON OF ANY LAW LIMITING, QUALIFYING, OR DISCHARGING THE INDEBTEDNESS; (C) ANY DISABILITY OR OTHER DEFENSE OF BUYERS, OF ANY OTHER GUARANTOR, OR OF ANY OTHER PERSON, OR BY REASON OF THE CESSATION OF BUYER'S LIABILITY FROM ANY CAUSE WHATSOEVER, OTHER THAN PAYMENT IN FULL IN LEGAL TENDER, OF THE INDEBTEDNESS; (D) ANY RIGHT TO CLAIM DISCHARGE OF THE INDEBTEDNESS ON THE BASIS OF UNJUSTIFIED IMPAIRMENT OF ANY COLLATERAL FOR THE INDEBTEDNESS; (E) ANY STATUTE OF LIMITATIONS, IF AT ANY TIME ANY ACTION OR SUIT BROUGHT BY SELLER AGAINST GUARANTORS IS COMMENCED, THERE IS OUTSTANDING INDEBTEDNESS WHICH IS NOT BARRED BY ANY APPLICABLE STATUTE OF LIMITATIONS; OR (F) ANY DEFENSES GIVEN TO GUARANTORS AT LAW OR IN EQUITY OTHER THAN ACTUAL PAYMENT AND PERFORMANCE OF THE INDEBTEDNESS. IF PAYMENT IS MADE BY BUYER, WHETHER VOLUNTARY OR OTHERWISE, OR BY ANY THIRD PARTY, ON THE INDEBTEDNESS AND THEREAFTER SELLER IS FORCED TO REMIT THE AMOUNT OF THAT PAYMENT TO BUYER'S TRUSTEE IN BANKRUPTCY OR TO ANY SIMILAR PERSON UNDER ANY FEDERAL OR STATE BANKRUPTCY LAW OR LAW FOR THE RELIEF OF DEBTORS, THE INDEBTEDNESS SHALL BE CONSIDERED UNPAID FOR THE PURPOSE OF THE ENFORCEMENT OF THIS GUARANTY.

IN ADDITION TO THE WAIVERS SET FORTH ABOVE, GUARANTORS EXPRESSLY WAIVE, TO THE EXTENT PERMITTED BY ARIZONA LAW, ALL OF GUARANTORS' RIGHTS UNDER ARIZONA REVISED STATUTES SECTIONS 12-1641 THROUGH 12-1646 INCLUSIVE, SECTION 44-142 OF THE ARIZONA REVISED STATUTES, AND RULE 17(f) OF THE ARIZONA RULES OF CIVIL PROCEDURE, AS NOW ENACTED OR HEREAFTER MODIFIED, AMENDED OR REPLACED. GUARANTORS FURTHER WAIVE AND AGREE NOT TO ASSERT OR CLAIM AT ANY TIME ANY DEDUCTIONS TO THE AMOUNT GUARANTEED UNDER THIS GUARANTY FOR ANY CLAIM OF SETOFF, COUNTERCLAIM, COUNTER DEMAND, RECOUPMENT OR SIMILAR RIGHT, WHETHER SUCH CLAIM, DEMAND OR RIGHT MAY BE ASSERTED BY THE BUYER, THE GUARANTORS, OR BOTH. GUARANTORS WARRANT AND AGREE THAT EACH OF THE WAIVERS SET FORTH ABOVE IS MADE WITH GUARANTORS' FULL KNOWLEDGE OF ITS SIGNIFICANCE AND CONSEQUENCES AND THAT, UNDER THE CIRCUMSTANCES, THE WAIVERS ARE REASONABLE AND NOT CONTRARY TO PUBLIC POLICY OR LAW. IF ANY SUCH WAIVER IS DETERMINED TO BE CONTRARY TO ANY APPLICABLE LAW OR PUBLIC POLICY, SUCH WAIVER SHALL BE EFFECTIVE ONLY TO THE EXTENT PERMITTED BY LAW OR PUBLIC POLICY.

GUARANTORS' SIGNATURES MUST BE THAT OF OWNER / PARTNER / CORPORATE OFFICER OR STOCK HOLDER AND THEIR SPOUSES (REQUIRED). IF A GUARANTOR SIGNS THIS CONTINUING GUARANTY WITHOUT THE SIGNATURE OF A SPOUSE, GUARANTOR AGREES THAT IT IS AFFIRMATIVELY REPRESENTING TO SELLER THAT SUCH GUARANTOR IS UNMARRIED. IN THAT EVENT, GUARANTOR FURTHER AGREES THAT SELLER IS EXTENDING CREDIT SOLELY IN RELIANCE ON THE REPRESENTATION THAT THE GUARANTOR IS UNMARRIED.

Guarantor Dated

Guarantor Dated

Spouse/Guarantor Dated

Spouse/Guarantor Dated