

SALES PERSON \_\_\_\_\_



**MAGBEE BROS. LUMBER & SUPPLY COMPANY, INC.**  
d/b/a

**MAGBEE CONTRACTORS SUPPLY**  
WWW.MAGBEE.COM  
P.O. BOX 149 AUBURN, GA 30011  
PHONE: (678) 425-2600  
FAX: (678) 425-2773

MAIN LOCATION  
1065 BANKHEAD HWY  
WINDER, GA 30680

DISTRIBUTION CENTER  
7380 BALL GROUND HWY  
BALL GROUND, GA 30107

LEGAL NAME OF CUSTOMER \_\_\_\_\_ (hereafter "Customer") HOW LONG IN BUSINESS \_\_\_\_\_  
STREET ADDRESS \_\_\_\_\_ POST OFFICE BOX \_\_\_\_\_  
CITY \_\_\_\_\_ COUNTY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
BUSINESS PHONE \_\_\_\_\_ FAX \_\_\_\_\_ OTHER PHONE \_\_\_\_\_  
NEXTEL/CELL \_\_\_\_\_ E-MAIL ADDRESS \_\_\_\_\_

**TYPE OF BUSINESS**

CORPORATION  PARTNERSHIP  SOLE PROPRIETOR  LLC  LLP  OTHER \_\_\_\_\_ (specify)

**LIST BELOW - NAME, TITLE, CURRENT HOME ADDRESS AND SSN FOR ALL OFFICERS, MEMBERS, PARTNERS OR PRINCIPALS INVOLVED IN THIS BUSINESS (USE ADDITIONAL PAGE IF NECESSARY):**

\_\_\_\_\_/TITLE \_\_\_\_\_/TITLE \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
SS# \_\_\_\_\_ SS# \_\_\_\_\_

**PERSONAL FINANCIAL STATEMENT REQUIRED ON EACH OFFICER/PARTNER/MEMBER/PROPRIETOR/PRINCIPAL**

**BANKING REFERENCES:**

NAME OF BANK \_\_\_\_\_ ACCOUNT # \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ PERSON TO CONTACT \_\_\_\_\_ PHONE \_\_\_\_\_  
NAME OF BANK \_\_\_\_\_ ACCOUNT # \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ PERSON TO CONTACT \_\_\_\_\_ PHONE \_\_\_\_\_

**TRADE REFERENCES:**

NAME \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ PHONE \_\_\_\_\_  
NAME \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ PHONE \_\_\_\_\_  
NAME \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ PHONE \_\_\_\_\_

CUSTOMER BUILDS: \_\_\_\_\_ % CONTRACT \_\_\_\_\_ % SPECULATIVE; # PER YEAR \_\_\_\_\_ PRICE RANGE \_\_\_\_\_

**CREDIT AGREEMENT AND TERMS OF SALE:**

Customer authorizes Magbee Bros. Lumber & Supply Company, Inc. ("Magbee") to investigate trade and personal credit on Customer and all persons listed above and any guarantor of the account. Customer agrees to terms of payment: 1% discount on material (exclusive of tax) if paid by 10<sup>th</sup> of the month following purchases, net due 11<sup>th</sup>; monthly interest of 1-1/2% will accrue on unpaid balances due and payable for 30 days or more; materials not paid for within 30 days after delivery will be subject to charges for filing of materialman's lien in the county where realty is located. In the event of default and the account is collected through an attorney, Customer shall be liable for attorney's fees in the amount of 15% of the outstanding indebtedness. Magbee reserves the right to deposit the material at the delivery area previously designated by Customer without obtaining a signed receipt, and Customer agrees to liability for payment of this invoice as if it were signed by an authorized employee of Customer unless Customer has previously instructed Magbee in writing not to deposit material at the designated delivery area without obtaining a signed delivery receipt from an authorized employee of Customer. All disputes and controversies arising from this credit application and account agreement on any sales or services made by Magbee to Customer may be litigated in the courts of Barrow County, Georgia and Customer expressly and irrevocably assents to and submits to the personal jurisdiction of the courts of Barrow County, Georgia, in any such action or proceeding. When two or more invoices have been issued, payments will be credited on those longest past due, unless specified by Customer in writing to the contrary at the time such payments are made. Invoices and amounts shown as owing are deemed to be correct and owing unless Customer objects in writing delivered to Magbee within thirty days of date of invoice, setting forth any issue concerning the invoice including, but not limited to, any issue as to quantities shown, description of product and labor, quality and sufficiency of product and any labor, pricing and amount due.

ACCEPTED BY CUSTOMER \_\_\_\_\_ DATE \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

## CONTINUING PERSONAL GUARANTY

In consideration of the extension of credit to the foregoing credit customer \_\_\_\_\_ ("Customer") and other value received, the undersigned guarantor or guarantors (individually or jointly referred to as "Guarantors") do hereby unconditionally guarantee payment of any indebtedness incurred by Customer to Magbee Bros. Lumber & Supply Co., Inc. d/b/a/ Magbee Contractors Supply ("Magbee"). This guaranty shall remain in effect as long as there is any indebtedness owing by Customer and may not be revoked except by 30 days prior written notice signed by Guarantors sent to Magbee by certified mail and after all indebtedness is paid in full. This guaranty shall be for all indebtedness of Customer to Magbee including all amounts owing on the open account, including, but not limited to current amounts owing, interest, attorney's fees and expense of litigation, irrespective of the time any such obligations arose. This guaranty shall not be revoked or modified by Magbee obtaining or releasing other Guarantors, liquidating an account by accepting or renewing a promissory note, accepting or releasing collateral or failing to take action against Customer or other Guarantors. Guarantors expressly waive notice of acceptance of this instrument, notice of any default by Customer and all other notices, and further waive any failure to promptly commence suit against any liability of Customer. The monetary obligation of the Guarantors is not limited to any specific amount. No act, failure to act, or omission of any kind on the part of the Guarantors, the Customer, Magbee or any other person shall be a legal or equitable discharge or release of the Guarantors from Guarantors's obligation hereunder unless agreed to hereafter in writing by Magbee. This guaranty shall not be affected by any change which may arise by reason of the death of the Guarantors. The obligation of the Guarantors hereby created is joint and several, and Magbee is authorized and empowered to proceed against a Guarantor, without joining the Customer or any other Guarantor. All of said parties may be sued together, or any of them may be sued separately without first or contemporaneously suing the others. There shall be no duty or obligation upon Magbee, whether by notice under Official Code of GA. Ann § 10-7-24 or otherwise, (i) to proceed against the Customer or each and every Guarantor, or (ii) to give any notice to any Guarantors or the Customer, whatsoever, before bringing suit, exercising any right to any collateral or security, or instituting proceedings of any kind against the Customer, a Guarantor or any of them.

Guarantor Signature: \_\_\_\_\_

Guarantor Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**CONFIDENTIAL PERSONAL FINANCIAL STATEMENT CERTIFICATION AS OF \_\_\_\_\_**

THE ASSETS, LIABILITIES, INCOME AND EXPENSES DESCRIBED ON THIS (OF THE ATTACHED) FINANCIAL STATEMENT ARE:  
(CHECK THE APPROPRIATE BOX)

**INDIVIDUAL**

IF THIS IS AN INDIVIDUAL FINANCIAL STATEMENT, LIST ALL YOUR INCOME, EXPENSES AND ASSETS INCLUDING YOUR PARTIAL OWNERSHIP INTEREST IN AND INCOME FROM ANY PARTIALLY OWNED ASSET AND LIST ALL OF YOUR DIRECT AND CONTINGENT LIABILITIES.

**JOINT**

IF THIS IS A JOINT FINANCIAL STATEMENT LIST ALL OF BOTH OF YOUR INCOME, EXPENSES AND ASSETS INCLUDING YOUR PARTIAL OWNERSHIP IN AND INCOME FROM ANY PARTIALLY OWNED ASSETS AND LIST ALL OF BOTH OF YOUR DIRECT AND CONTINGENT LIABILITIES. A SEPARATE PERSONAL FINANCIAL STATEMENT MAY BE PROVIDED FOR EACH INDIVIDUAL AS YOU PREFER.

NAME		DATE OF BIRTH	EMPLOYER		YEARS
HOME ADDRESS	PHONE	SSN	OCCUPATION	YEARS	POSITION
CITY/STATE/ZIP	NO. DEPENDENTS	DRIVERS LICENSE# & STATE	BUSINESS ADDRESS	PHONE	
JOINT / SPOUSE NAME (ONLY IF 2ND BOX ABOVE IS CHECKED)		DATE OF BIRTH	EMPLOYER		YEARS
HOME ADDRESS	PHONE	SSN	OCCUPATION	YEARS	POSITION
CITY/STATE/ZIP	NO. DEPENDENTS	DRIVERS LICENSE# & STATE	BUSINESS ADDRESS	PHONE	

(PLEASE ANSWER ALL QUESTIONS, USING "NO" OR "NONE" WHERE NECESSARY)

**ASSETS**

**LIABILITIES AND NET WORTH**

1. CASH (See Sched. No. 1) On hand, and unrestricted in banks		18. Notes Payable to Banks, Unsecured Direct borrowing only (See Sched. No. 1)	
2. U.S. Government Securities (Guaranteed)		19. Notes Payable to Banks, Secured Direct borrowing only (See Sched. No. 1)	
3. Government Agencies Securities		20. Notes Receivable, Discounted (See Sched. No. 1) With Banks, Finance Companies, etc.	
4. Accounts and Loans Receivable (See Sched. No. 2)		21. Notes Payable to Others, Unsecured	
5. Notes Receivable, Not Discounted (See Sched. No. 2)		22. Notes Payable to Others, Secured	
6. Notes Receivable, Discounted (See Sched. No. 2) With Banks, Finance Companies, etc.		23. Loans Against Life Insurance (See Sched. No. 3)	
7. Life Insurance, Cash Surrender Value (Do not deduct loans)(See Sched. No. 3)		24. Accounts Payable	
8. Stock and Securities Other Than Guaranteed U.S. Gov't and Gov't Agencies (See Sched. No. 4)		25. Interest Payable	
9. Real Estate (See Sched. No. 5) Registered in own name		26. Terms and Assessments Payable (See Sched. No. 5)	
10. Automobiles Registered in own name.		27. Mortgage Payable on Real Estate (See Sched. No. 5)	
11. Other Assets (Itemize)		28. Brokers Margin Accounts (See Sched. No. 7)	
12.		29. Other Liabilities (Itemize)	
13. Subtotal \$		30.	
14. Less Line No. 31 \$		31. Total Liabilities	
15. Net Worth \$ (To be shown On line no. 33)		32.	
16.		33. Net Worth (From line no. 15)	\$
17. TOTAL ASSETS \$		34. TOTAL LIABILITIES AND NET WORTH (Line 31 plus line 33)	\$

**SOURCE OF INCOME**

**PERSONAL INFORMATION**

Salary	\$	Business or occupation	Age
Bonus and commissions	\$		
Dividends	\$	Partner or officer in any other venture	
Real Estate Income	\$		
OTHER INCOME (Describe) <small>If alimony, child support or separate maintenance, you are not required to include income if you do not plan to rely on it to repay the debt</small>	\$	<input type="checkbox"/> Married <input type="checkbox"/> Unmarried <input type="checkbox"/> Separated	Dependent Children _____
TOTAL	\$		Other Dependents _____

**CONTINGENT LIABILITIES**

**GENERAL INFORMATION**

As endorser or co-maker	\$	Are any assets pledged?
On losses or contracts	\$	Are you a defendant in any suits or legal actions?
Legal Claim	\$	
Provision for Federal Income Taxes	\$	Have you ever made a composition settlement? Explain:
Other special debt	\$	Have you ever taken bankruptcy? Explain:

**SUPPLEMENTARY SCHEDULES**

**No. 1 Banking Relations.** (A list of all my bank accounts, including savings and loans)

Name and Location of Bank	Cash Balance	Amount of Loan	Maturity of Loan	How Endorsed, Guaranteed, or Secured

**No. 2 Accounts, Loans and Notes Receivable.** (A list of the largest amounts owing to me)

Name and Address of Debtor	Amount Owing	Age of Debt	Description of nature of Debt	Description of Security Held	Date Payment Expented

**No. 3 Life Insurance.**

Name of Person Insured	Beneficiary Name	Name of Insurance Co.	Type of policy	Face Amount of Policy	Total Cash Surrender Value	Total Loans Against Policy	Amount of Yearly Premium	Is Policy Assigned?

**No. 4 Stocks and Securities Other Than Guaranteed U.S. Government Securities and Government Agencies**

Face Value (Bonds)	Description of Security	Registered in Name of	Cost	Present Market Value	Income Received Last Year	To Whom Pledged
No. of Shares (Stocks)						

**No. 5 Real Estate.** The legal and equitable title to all the real estate listed in this statement is solely in the name of the undersigned, except as follows:

Description or Street No.	Dimensions or Acres	Improvements Consist of	Mortgages or Liens	Due Dates and Amounts of Payments	Assessed	Present Value	Unpaid Taxes Year	Amount

**No. 6 I buy goods principally from:**

Name	Address	Name	Address

**No. 7 Brokers Margin Accounts.** List the names and addresses of the brokers and indicate the net amount due to each:


**No. 8 Insurance Coverage.** Fire Insurance: Buildings \$ \_\_\_\_\_, Automobile(s), Household Effects, etc. \$ \_\_\_\_\_

Indicate if policies have extended coverage endorsement: \_\_\_\_\_; Liability Insurance: Automotive \$ \_\_\_\_\_

Personal \$ \_\_\_\_\_, General Public \$ \_\_\_\_\_; Other Insurance (describe): \_\_\_\_\_

Date of latest independent analysis of insurance: \_\_\_\_\_; Indicate adequacy of coverage: \_\_\_\_\_

ADDITIONAL REMARKS:  
 \_\_\_\_\_  
 \_\_\_\_\_

THE UNDERSIGNED I (WE) HEREWITH SUBMIT TO MAGBEE (YOU) THIS (OR THE ATTACHED) FINANCIAL AND SUPPORTING SCHEDULES WHICH CONSTITUTE MY (OUR) PERSONAL FINANCIAL STATEMENT. THIS STATEMENT IS SUBMITTED TO YOU FOR THE PURPOSE OF INDUCING YOU TO EXTEND OR MAINTAIN CREDIT TO ME (US) WHETHER AS DIRECT OBLIGOR(S) OR INDIRECTLY AS GUARANTOR(S) OR OTHER INDIRECT OBLIGOR(S) OF CREDIT EXTENDED TO OTHERS. I (WE) HEREBY CERTIFY THAT THIS STATEMENT PRESENTS A TRUE, COMPLETE, AND CORRECT STATEMENT OF MY (OUR) FINANCIAL CONDITION AS OF THE DATE SHOWN AND DOES NOT OMIT ANY PERTINENT INFORMATION. I (WE) UNDERSTAND THAT MISREPRESENTING INFORMATION ON THIS (OR THE ATTACHED) STATEMENT IS A CRIMINAL OFFENSE UNDER FEDERAL LAW.

I (WE) WILL NOTIFY YOU PROMPTLY IN WRITING OF ANY MATERIAL UNFAVORABLE CHANGE IN MY (OUR) FINANCIAL CONDITION. IN THE ABSENCE OF SUCH NOTICE, YOU MAY CONSIDER THIS A CONTINUING STATEMENT AND SUBSTANTIALLY CORRECT. I (WE) APPLY FOR FURTHER CREDIT THIS STATEMENT SHALL HAVE THE SAME FORCE AND AND EFFECT AS IT DELIVERED AS AN ORIGINAL STATEMENT OF MY (OUR) FINANCIAL CONDITION AT THE TIME I (WE) REQUEST SUCH FURTHER CREDIT. YOU ARE HEREBY AUTHORIZED TO CONTACT CREDIT REPORTING AGENCIES AND OTHER SOURCES FOR THE PURPOSE OF VERIFYING ANY INFORMATION STATED HEREIN OR AT ANY TIME ARE AUTHORIZED TO ANSWER ANY QUESTIONS ABOUT YOUR CREDIT EXPERIENCE WITH ME (US), AND FURNISH TO MAGBEE OR ANY OF ITS SUBSIDIARIES INFORMATION WHICH I (WE) HAVE PROVIDED TO YOU AND INFORMATION REGARDING ANY OF MY (OUR) ACCOUNTS.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE