

**THE FOLLOWING INFORMATION IS SUBMITTED FOR CONSIDERATION BY GYPSUM MANAGEMENT & SUPPLY, INC. AND ITS SUBSIDIARIES AS A BASIS FOR THE EXTENSION OF COMMERCIAL CREDIT TO US:**

Legal Business Name		Trade Name(s) Used	
Billing Address			
Physical Address (if different)			
Phone Number		Fax Number	Email Address
Established On (Date)	Chartered In (State)	Federal Tax I.D. Number	State Contractor's License Number
Our tax returns have been filed with the taxing authorities through 20__ .		We are exempt from sales tax: <input type="checkbox"/> YES <input type="checkbox"/> NO <b>IF YES, PLEASE ATTACH A VALID TAX EXEMPTION CERTIFICATE</b> Exempt Number: _____	
We carry the following insurance amounts: Buildings \$ _____ Machinery \$ _____ Auto \$ _____			
We expect our monthly credit requirements from you to be about \$ _____		Our monthly sales volume is \$ _____	
Ours is a : <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC	The nature of our business is: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Other		We are a: <input type="checkbox"/> General Contractor <input type="checkbox"/> Property Owner <input type="checkbox"/> Subcontractor
We require purchase orders: <input type="checkbox"/> YES <input type="checkbox"/> NO		Authorized Purchasers: 1. _____ 3. _____ 2. _____ 4. _____	
We prefer invoices/statements to be (please check appropriate box): <input type="checkbox"/> Emailed to (email address): _____ <input type="checkbox"/> Faxed to (fax number): _____		A/P Contact Information Name: _____ Phone Number: _____	

Our owners (if a sole proprietorship, partnership or LLC) or officers (if a corporation) are:

Name:	Home Address, City, State, Zip:	SSN:
Title:	Cell Phone:	Driver's License #:
Name:	Home Address, City, State, Zip:	SSN:
Title:	Cell Phone:	Driver's License #:

You may check with the following suppliers for credit experience:

Name:	Address, City, State, Zip:	Phone/Fax:
Email:		
Name:	Address, City, State, Zip:	Phone/Fax:
Email:		

We bank at:

Bank Name:	Bank Representative:	<input type="checkbox"/> Checking Acct #: _____
Branch:	Phone Number:	<input type="checkbox"/> Savings Acct #: _____

**WE HEREBY AUTHORIZE YOU TO CONTACT THE ABOVE TRADE AND BANK REFERENCES FOR CREDIT INFORMATION. PLEASE ATTACH A CURRENT FINANCIAL STATEMENT.**

If any of the above information should change, it is our responsibility to provide you with immediate written notice of such changes. \_\_\_\_\_ (Initials)

SIGNATURE PAGE

**NO OBLIGATION TO EXTEND CREDIT.** The execution of this Commercial Credit Application, including the Continuing Guaranty below, does not obligate Gypsum Management and Supply, Inc. and each of its subsidiaries or affiliates (“Seller”) to extend credit to the applicant (“Applicant”), and the decision as to whether to extend credit to Applicant remains in the sole discretion of Seller.

The undersigned hereby authorize(s) Seller to obtain and use a credit report on the undersigned in connection with the extension of business credit as contemplated by this application. The undersigned hereby authorizes Seller to utilize a credit report on the undersigned from time to time in connection with the extension or continuation of the business credit contemplated by this application.

X \_\_\_\_\_ (print name), hereby certifies that all of the above statements are true and complete and are made in consideration of extension of credit by Seller. Applicant has read and agrees to be bound by the Terms and Conditions for Sale, set forth at <https://www.gms.com/terms-conditions>, which are incorporated herein by reference and which are available in writing upon request. In the event of any conflict between specific provisions of this credit application and the Terms and Conditions for Sale, this credit application governs.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
AUTHORIZED OFFICER – SIGNATURE

\_\_\_\_\_  
PRINTED NAME AND TITLE

**CONTINUING GUARANTY  
IN RESPECT OF COMMERCIAL CREDIT APPLICATION**

This Continuing Guaranty is made by the undersigned (each a "Guarantor" and, collectively, the "Guarantors") for the benefit of Gypsum Management and Supply, Inc. and each of its subsidiaries or affiliates ("Seller") in connection with the attached Commercial Credit Application, and shall automatically become effective upon the first extension of a loan or any other financial credit or accommodation to the Applicant named therein.

In consideration of the extension of credit by Seller to Applicant, each Guarantor jointly and severally hereby unconditionally guarantees prompt payment of all sums Applicant may owe to Seller from time to time, whether in the form of notes, bills or open account and whether due now or hereafter incurred, plus all costs, expenses and fees (including attorneys' fees) incurred in connection with enforcement of Seller's rights under this guaranty. This is a guaranty of payment and not of collection. This Continuing Guaranty is unlimited in amount and shall apply to all indebtedness which Applicant may hereafter incur with Seller.

Each Guarantor hereby waives any right to promptness, diligence, notice of acceptance, presentment, demand for performance, notice of non-performance, default, acceleration, protest or dishonor and any other notice with respect to any of Applicant's obligations, along with all rights or defenses by reason of any forbearance, modification, waiver, renewal, impairment of collateral, set-off right or counterclaim of Applicant, or statute of limitations, and any right to be informed by Seller of any fact or circumstance relating to Applicant that may increase Guarantors' risk, including information about Applicant's financial condition. Each Guarantor further waives and agrees not to exercise any right of subrogation, contribution, reimbursement or indemnity from Applicant until all obligations of Applicant to Seller have been satisfied in full.

The obligations of Guarantor(s) are primary, absolute, independent, irrevocable and unconditional. Seller may proceed directly against Guarantor(s) whenever Applicant fails to make payment when due without being required to proceed first against Applicant. Seller may, without notice to any Guarantor, modify the indebtedness, accept or release collateral, or release Applicant without releasing any of the undersigned Guarantor(s). If this Guaranty is executed by more than one Guarantor, one or more Guarantors may be released without notice to any other Guarantor, and such release shall not in any way affect or diminish the liability of any of the other Guarantor(s). This Continuing Guaranty will not be impacted by any change in Guarantor's or Applicant's legal structure or its insolvency or any similar proceeding. This Continuing Guaranty may be terminated only by written notice to Seller at 100 Crescent Centre Parkway, Suite 800, Tucker, Georgia 30084 sent by certified mail, return receipt requested. Termination will not affect the obligations of any Guarantor with respect to indebtedness incurred prior to Seller's receipt of such notice.

This Guaranty is governed by the laws of \_\_\_\_\_. Guarantor(s) hereby waives its right to a trial by jury to the maximum extent allowable by law. If any provision herein is ruled to be unenforceable or invalid, the remainder will not be affected in any way.

EACH UNDERSIGNED GUARANTOR HEREBY AUTHORIZES SELLER TO OBTAIN AND USE A CONSUMER REPORT ON SUCH GUARANTOR TO AID SELLER IN EVALUATING APPLICANT'S CREDITWORTHINESS AS OF THE DATE HEREOF AND HEREAFTER FROM TIME TO TIME IN CONNECTION WITH THE CONTINUATION OF THE BUSINESS CREDIT CONTEMPLATED BY THIS APPLICATION.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
GUARANTOR

\_\_\_\_\_  
GUARANTOR