

CHESTERTOWN LUMBER COMPANY LLC.
ROCK HALL LUMBER COMPANY INC.
805 WASHINGTON AVENUE
CHESTERTOWN, MD. 21620
PHONE 1-410-810-9080
FAX 1-410-810-9088

SALES AGREEMENT AND GUARANTY OF PAYMENT

WHEREAS, THE UNDERSIGNED HAS REQUESTED CHESTERTOWN LUMBER COMPANY LLC. AND OR ROCK HALL LUMBER CO. INC. (HEREIN AFTER REFERRED TO AS CLC AND OR RHLC) TO EXTEND CREDIT TO _____

(THEREIN AFTER REFERRED TO AS DEBTOR) AND CLC AND OR RHLC AND/OR MAY IN THE FUTURE EXTEND CREDIT BY REASON OF SUCH REQUEST AND IN RELIANCE UPON THE GUARANTY:

NOW, THEREFORE, IN CONSIDERATION OF SUCH CREDIT EXTENDED AND/OR TO BE EXTENDED IN ITS DISCRETION BY CLC AND OR RHLC TO THE DEBTOR, THE UNDERSIGNED (WHO IF TWO OR MORE IN NUMBER, SHALL BE JOINTLY AND SEVERALLY BOUND) HEREBY UNCONDITIONALLY GUARANTEES TO CLC AND OR RHLC AND ITS SUCCESSORS AND ASSIGNS, THE PUNCTUAL PAYMENT WHEN DUE WITH SUCH INTEREST AS MAY ACCRUE THEREON EITHER BEFORE OR AFTER CREATED BY THE DEBTOR OR BY ANY OTHER PARTY ON BEHALF OF THE DEBTOR; PROVIDED HOWEVER, THE LIABILITY OF THE UNDERSIGNED CHARGES AND FINANCE CHARGES IF ANY AND REASONABLE ATTORNEY'S FEES.
BE IT ALSO UNDERSTOOD;

1. FINANCE CHARGES WILL BE MADE IN AMOUNTS OR AT RATES NOT IN EXCESS OF THOSE PERMITTED BY LAW.

2. SELLER IS NOT THE MANUFACTURER OF THE GOODS PROVIDED AND MAKES NO WARRANTIES WITH REGARD TO THOSE GOODS, ALL WARRANTIES, EXPRESSED OR IMPLIED, OTHER THAN THOSE PROVIDED DIRECTLY TO PURCHASER BY THE MANUFACTURER, INCLUDING WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. SELLER ASSUMES NO LIABILITY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES AND ALL SUCH LIABILITY IS HEREBY EXPRESSLY EXCLUDED.

3. ANY DELIVERY DATES INDICATED TO PURCHASER ARE ESTIMATED TO THE BEST OF CLC'S AND OR RHLC'S ABILITY AND ARE MADE IN GOOD FAITH, BUT ARE NOT GUARANTEED. CLC AND OR RHLC SHALL NOT BE LIABLE FOR ANY FAILURE OF OR DELAY IN DELIVERY OF GOODS AND/OR SERVICES REQUESTED WHICH DIRECTLY OR INDIRECTLY RESULTS FROM ANY CAUSE BEYOND CLC'S AND OR RHLC'S REASONABLE CONTROL, INCLUDING WITHOUT LIMITATIONS WEATHER CONDITIONS, CLC'S AND OR RHLC'S OBLIGATION TO OTHER CUSTOMERS, AND SHORTAGES OF LABOR OR SUPPLIES.

4. PURCHASER ACKNOWLEDGES THE AUTHORITY OF ANY MEMBER OF PURCHASER'S FAMILY OR ANY PERSON EMPLOYED BY PURCHASER TO SIGN ANY DOCUMENT INDICATING DELIVERY AND RECEIPT OF THE GOODS AND/OR SERVICE PROVIDED BY CLC AND OR RHLC. ANY SUCH SIGNATURE WILL HAVE THE SAME EFFECT AS THE SIGNATURE OF THE PURCHASER.

5. SHOULD THE FINANCIAL CONDITION OF THE PURCHASER BECOME UNSATISFACTORY TO CLC AND OR RHLC OR IF ANY STATEMENT ISSUED TO PURCHASER REMAINS UNPAID FOR MORE THAN 60 DAYS, CASH PAYMENTS OF SECURITY SATISFACTORY TO CLC AND OR RHLC MAY BE REQUIRED, FOR FUTURE DELIVERIES OF GOODS AND/OR SERVICES BY CLC AND OR RHLC.

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6. IT IS UNDERSTOOD THAT ORDERS FOR GOODS AND/OR SERVICES, BY PURCHASER OR ANY PERSON (S) ACTING ON BEHALF OF PURCHASER IN WRITING, IN PERSON, OVER THE TELEPHONE OR OTHERWISE AND THAT PURCHASER WILL BE BOUND WHEN ORDERS ARE ACCEPTED BY CLC AND OR RHLC, THE PRICE TO BE PAID FOR THE GOODS AND/OR SERVICES ORDERED SHALL BE ESTABLISHED AT THE TIME THE ORDER IS PLACED, AND IF NO SPECIFIC PRICES ARE ESTABLISHED SELLERS STANDARD PRICES IN EFFECT AT THE TIME OF DELIVERY SHALL GOVERN.

7. THE LIABILITY OF THE UNDERSIGNED ON THIS GUARANTY SHALL BE DIRECT AND IMMEDIATE AND NOT CONDITIONAL OR CONTINGENT UPON THE PURSUIT OF ANY REMEDIES AGAINST THE DEBTOR OF ANY OTHER PERSON, NOR AGAINST SECURITIES OR LIENS AVAILABLE TO CLC AND OR RHLC, ITS SUCCESSORS AND ASSIGNS. THE UNDERSIGNED WAIVES ANY RIGHT TO REQUIRE THAT AN ACTION BE BROUGHT AGAINST THE DEBTOR OR ANY OTHER PERSON OR TO REQUIRE THAT RESORT BE HAD TO ANY LIEN OR SECURITY. IF THE DEBTS ARE PARTIALLY PAID THROUGH THE ELECTION OF CLC AND OR RHLC, ITS SUCCESSORS OR PROVIDED BY LAW OR IF SUCH DEBTS ARE OTHERWISE PARTIALLY PAID, THE UNDERSIGNED SHALL REMAIN LIABLE FOR ANY BALANCE OF SUCH DEBTS UP TO THE LIMIT JOINTLY AND SEVERALLY, AND ASSIGNS OR EACH OF THE UNDERSIGNED.

IN WITNESS WHEREOF, EACH OF THE UNDERSIGNED HAS HEREUNTO SET HIS OR HER HAND AND SEAL ON THIS _____ DAY OF _____ 200 _____

WITNESS: _____ GUARANTOR(S) _____

(PRINT NAME) _____

(PRINT NAME) _____

(PRINT NAME) _____

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DATE _____

CREDIT APPLICATION-CORPORATION-PARTNERSHIP-INDIVIDUAL

NAME OF CORPORATION-PARTNERSHIP-INDIVIDUAL _____

BILLING ADDRESS _____

NATURE OF BUSINESS _____

HOW LONG IN EXISTANCE _____

PHONE NUMBER (S) _____

HOME

OFFICE

CREDIT REFERENCES: _____

NAME	ADDRESS	PHONE
_____	_____	_____
NAME	ADDRESS	PHONE
_____	_____	_____
NAME	ADDRESS	PHONE
_____	_____	_____
NAME	ADDRESS	PHONE
_____	_____	_____

ACCOUNTS ARE DUE AND PAYABLE IN ACCORDANCE WITH STATED TERMS.

CUSTOMER AGREES TO PAY REASONABLE ATTORNEY'S FEES AND OTHER COST INCURRED AT COLLECTION.

SPECIAL ORDER AND INVOICE INSTRUCTIONS;

ORDERS TO BE MADE BY: _____

ARE PURCHASE ORDER NUMBERS REQUIRED? _____

DO YOU USE A SALES TAX NUMBER? _____

OTHER? _____

REQUEST OPENING OF ACCOUNT BY: _____

AMOUNT OF CREDIT REQUESTED: _____