



OPEN ACCOUNT AGREEMENT

In consideration of Burton Lumber & Hardware Company, Inc. (Herein referred to as Burton Lumber) extending credit to Customer, Customer agrees to all of the terms on the Disclosure Statement and Agreement to Account Terms, and further agrees as follows:

Customer agrees to pay for all items delivered to or at the request of Customer by Burton Lumber on or before the 10th day of the month following purchase. All accounts are due and payable at 1170 South 4400 West, Salt Lake City, UT 84104.

Customer acknowledges that a monthly service charge of 2% per month, 24% per annual percentage rate, shall be assessed on all sums due to Burton Lumber, which have not been paid by the 25th of the month following purchase. Customer agrees to promptly pay any service charge that may become due. The service charge will be due and payable on the 25th day after the original invoice date and an additional service charge computed on the same basis will be due and payable every 30 days thereafter. Waiver of any one or more service charges shall not be deemed to be a waiver of future service charges.

Customer agrees to pay all costs of collection including Burton Lumber's attorney's fees and costs.

Customer acknowledges financial responsibility and willingness to pay for all goods and services purchased. Customer hereby grants a security interest to Burton Lumber in the goods purchased set forth in invoices until Customer's account and services charges are paid in full.

Customer agrees that terms on "Customer's Purchase Order" do not become a part of "Open Account Agreement" with Burton Lumber.

Customer authorizes Burton Lumber to obtain credit and financial information concerning Customer at any time from any source.

Customer warrants that this agreement has been carefully read, and that Customer understands the same and agrees to the terms hereof.

Name of Customer	Signature	Title	Date
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CONTINUING PERSONAL GUARANTY

In consideration of Burton Lumber extending credit, the undersigned Guarantor jointly, severally, and unconditionally guarantees and promises to pay Burton Lumber on demand any and all indebtedness of the Customer to Burton Lumber. This is a continuing guaranty, and the obligations created hereby are unaffected by any changes in the term of the original indebtedness between Customer and Burton Lumber save that of payment.

Guarantor agrees to the terms of the Disclosure Statement and Agreement to Account Term and the Open Account Agreement and further agrees as follows:

Guarantor waives all notices and demands of any kind and hereby consents to any other agreement or arrangement whatsoever between Customer and Burton Lumber including, without limitation, agreements and arrangements for payment extension, subordination, discharge, or release of the whole or any part of the indebtedness.

Guarantor agrees that Burton Lumber may release or relinquish any security now or hereafter held for any indebtedness hereby guaranteed, and that Burton Lumber may release one or more guarantors or sureties without discharging or releasing in any manner the liability of Guarantor hereunder.

This guaranty shall be enforceable by Burton Lumber before or after it proceeds against Customer or simultaneously therewith and without resort to any security. The incorporation, merger, reorganization or sale of Customer's business shall not operate as a termination of this guaranty and the guaranty shall continue as to credit extended such other entity.

Guarantor agrees to pay all costs of collection, including Burton Lumber's attorneys' fees and costs.

This guaranty shall continue in force until notice in writing of termination sent by registered or certified return receipt requested mail is received by Burton Lumber. This notice must specify the date on which the guaranty is to be terminated, said date not to be less than seven days after the described notice is received. A termination notice shall not affect transactions with Customer entered into prior to the termination date.

Guarantor hereby authorizes Burton Lumber to secure a credit report and agrees to the release of credit information. This authorization shall be continuing without expiration and a photocopy or fax copy shall be given the same effect as the original.

Guarantor warrants that this Agreement has been carefully read, and that Guarantor understands the same and agrees to the terms hereof.

Guarantor (Spouse) (Print Name)	Signature (Sign Individually)	Birth Date	Address	Social Security No.
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Guarantor (Spouse)	Signature	Birth Date	Address	Social Security No.
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(Print Name)

(Sign Individually)



DISCLOSURE STATEMENT AND AGREEMENT TO ACCOUNT TERMS

This is an Agreement and Disclosure Statement between Customers and Burton Lumber & Hardware Company, Inc. (Burton Lumber). The words "you" and "your" refer to and mean the Customer and any guarantors. The words "we" and "us" and "our" refer and mean Burton Lumber. By your signature hereon, you agree to be bound by all terms and conditions set forth below:

1. **PROMISE TO PAY.** Under this Agreement, you may purchase goods or services from us on a charge account, but you agree and promise to pay us for all such goods and services on your account, plus any finance charge or other amounts which may become due.
2. **MONTHLY STATEMENT.** Each month we will send you a statement showing any purchases made on your account during that billing period, payments applied to your account, and your current account balance.
3. **PAYMENT DATE.** You agree to pay for all items delivered to or at your request by Burton Lumber on or before the 10th day of the month following purchase. All accounts are due and payable at 1170 South 4400 West, Salt Lake City, UT 84104.
4. **TERMS AND CONDITIONS.** You acknowledge that a monthly service charge of 2% per month (24% per annum) shall be assessed on all sums due to Burton Lumber which have not been paid by the 25th of the month following the purchase. You agree to promptly pay any service charge which may become due. This service charge will be due and payable on the 25th day after the original invoice date and an additional service charge computed on the same basis will be due and payable every 30 days thereafter. Waiver of one or more service charges shall not be deemed a waiver of our entitlement to collect future service charges.
5. **RE-STOCKING CHARGE.** If merchandise is returned by you, such merchandise will be subject to a 25% re-stocking charge.
6. **RETURNED MERCHANDISE.** Merchandise returned for credit must be accompanied by original purchase invoice. Merchandise must be returned with 30 days of purchase. Cash refunds will be made for cash sales only.
7. **CHANGE IN TERMS.** By your signature hereon or the Continuing Personal Guaranty or by your acceptance of goods or services, you agree that we may modify the terms and conditions of the Agreement according to the applicable law. You understand that these changes may include, but are not limited to, any change in FINANCE CHARGE. Notice of such changes will be mailed to you at the address used by us for sending you your monthly statements.
8. **COLLECTION COSTS.** If we are forced to take collection action on your account, you agree to pay all of our costs of collection, including but not limited to, attorneys' fees and court costs.
9. **RETURNED CHECK CHARGE.** If any check sent by you in payment for your account is not honored, a \$20 returned check charge will be charged to your account.
10. **BILLING ERROR STATEMENT.** If you feel there is an error in your monthly statement, you agree to let us know in writing within 14 days of receipt of your monthly statement.
11. **CREDIT INFORMATION.** You authorize Burton Lumber to obtain credit and financial information concerning you at anytime from any source.
12. **FACSIMILE AND COUNTERPARTS.** This agreement may be in any number of counterparts, each of which shall be deem an original and the counterparts together shall constitute one and the same instrument. Signatures shown by facsimile shall be the same as if original.
13. **CONTROLLING LAW.** This agreement shall be governed, construed, interpreted, and enforced in accordance with the laws of the State of Utah, the courts of which shall have exclusive jurisdiction over any dispute between you and Burton Lumber and Hardware Co.
14. **CUSTOMER PURCHASE ORDER.** If a written purchase order is required, please indicate this below. To the extent terms, if any, on your purchase order conflict with the terms of this agreement, it is understood that the terms of this agreement control and supercede any inconsistent provisions of your purchase order.

IS WRITTEN PURCHASE ORDER REQUIRED FOR RELEASE OF MERCHANDISE? YES _____ NO _____

PERSONS AUTHORIZED TO CHARGE: _____

Customer has carefully read this Open Account Agreement, understands the same, and agrees to the terms hereof.

Name of Customer Signature Title Date