

GUARANTY AGREEMENT OF OPEN ACCOUNT

THIS GUARANTY AGREEMENT (this "Guaranty") made and entered into on this _____ day of _____, 20_____, by _____, (the "Guarantor"/ individual) in favor of GABRIEL BUILDING SUPPLY, (the "Lender"), guaranteeing the Obligations of _____, (the "Borrower"/ Corporation or L.L.C. name).

WITNESSETH

FOR VALUE RECEIVED, and in consideration of and for credit and financial accommodations, extended, to be extended, or continued to or for the account of the above named Borrower, the undersigned Guarantor, whether one or more, hereby jointly, severally and solidarily, agrees as follows:

SECTION 1. Guaranty of Borrower's Obligations. The Guarantor hereby absolutely and unconditionally does hereby agree to guarantee the prompt and punctual payment of all the indebtedness, including principal, interest, attorney's fees and other amounts, of the Borrower to Lender incurred by the Borrower pursuant to an open account Lender extends to Borrower.

SECTION 2. Joint, Several and Solidary Liability. Guarantor further agrees that its obligations and liabilities for the prompt and punctual payment, performance and satisfaction or purchase of all of Borrower's Obligations shall be on a "joint and several" and "solidary" basis with Borrower to the same degree and extent as if Guarantor had been and/or will be a co-borrower, co-principal obligor and/or co-maker of all of Borrower's Obligations. In the event that there is more than one guarantor under this guaranty, or in the event that there are other guarantors, endorsers, or sureties of all or any portion of Borrower's Obligations, Guarantor's obligations and liabilities hereunder shall be on a "joint and several" and "solidary" basis along with such other guarantor or guarantors, endorsers and/or sureties.

SECTION 3. Duration. This Guaranty and Guarantor's obligations and liabilities hereunder shall remain in full force and effect until such time as all of Borrower's Obligations shall be paid, performed and/or satisfied in full, in principal, interest, costs and attorney's fees.

SECTION 4. Default by Borrower. Should an Event of Default occur, Guarantor unconditionally and absolutely agrees to pay the then unpaid amount of all of Borrower's Obligations guaranteed hereunder. Such payment or payments shall be made immediately following demand by Lender at Lender's offices indicated above. Guarantor hereby waives notice of acceptance of this Guaranty and of any Obligations to which it applies or may apply. Guarantor further waives presentment and demand for payment of Borrower's Obligations, notice of dishonor and of nonpayment, notice of intention to accelerate, notice of acceleration, protest and notice of protest, collection or institution of any suit or other action by lender in collection thereof, including any notice of default in payment thereof or other notice to, or demand for payment thereof on any party. Guarantor additionally waives any and all rights and pleas of division and discussion as provided under Louisiana law, as well as, to the degree applicable, any similar rights as may be provided under the laws of any other state.

SECTION 5. No Release of Guarantor. Guarantor's obligations and liabilities under this Guaranty shall not be released, impaired, reduced (except to the extent that Borrower's indebtedness is reduced) or otherwise affected by, and shall continue in full force and effect, notwithstanding the occurrence of any event, including without limitation and one or more of the following events:

- A. Death, insolvency, bankruptcy, arrangement, adjustment, composition, liquidation, disability, dissolution or lack of authority (whether corporate, partnership or trust) of Borrower (or any person acting on Borrower's behalf) or any other guarantor, surety or endorser of any of Borrower's Obligation;

- B. Partial payment or payments of any amount due and/or outstanding under any of borrower's Obligations;
- C. Any payment by Borrower or any other party to Lender is held to constitute a preferential transfer or a fraudulent conveyance under any applicable law, or for any reason, Lender is required to refund such payment or pay such amount to Borrower or to any other person;
- D. Any dissolution of Borrower or any sale, lease or transfer of all or any part of Borrower's assets; and/or
- E. Any failure of Lender to notify guarantor of the acceptance of this guaranty or of the making of loans or other extensions of credit in reliance on this Guaranty or of the failure of Borrower to make any payment due by Borrower to Lender.

This Guaranty and Guarantor's obligations and liabilities hereunder shall continue to be effective, and/or shall automatically and retroactively be reinstated if a release or discharge has occurred, as the case may be, if at any time any payment or part thereof to Lender with respect to any of borrower's Obligations is rescinded or must otherwise be restored by lender pursuant to any insolvency, bankruptcy, reorganization, receivership, or any other debt relief granted to Borrower to any other party. In the event the Lender must rescind or restore any payment received by Lender in satisfaction of Borrower's Obligations, any prior release or discharge from the terms of this guaranty given to Guarantor shall be without effect, and this Guaranty and Guarantor's

Obligations and liabilities hereunder shall automatically be renewed or reinstated and shall remain in full force and effect to the same degree and extent as if such a release or discharge was never granted. It is the intention of Lender and Guarantor that Guarantor's obligations and liabilities hereunder shall not be discharged except by Borrower's and Guarantor's full and complete performance of such obligations and liabilities and then only to the extent of such performance.

SECTION 6. Enforcement of Guarantor's Obligations and Liabilities. Guarantor agrees that following the occurrence of an Event of Default, should Lender deem it necessary to file an appropriate collection action to enforce Guarantor's obligations and liabilities under this Guaranty, Lender may commence such a civil action against Guarantor without the necessity of first: (i) attempting to collect Borrower's Obligations from Borrower or from any other guarantor, surety or endorser, whether through filing of suit or otherwise, (ii) attempting to exercise against any collateral directly or indirectly securing payment of any of borrower's Obligations, whether through filing of an appropriate foreclosure action or otherwise, or (iii) including Borrower or any other Guarantor, surety or endorser of any of Borrower's Obligations as an additional party defendant in such a collection action against Guarantor. If there is more than one Guarantor under this Guaranty, the Guarantor additionally agrees that Lender may file an appropriate collection and/or enforcement action against any one or more of them, without impairing the rights of Lender against any other guarantor under this guaranty. In the event that Lender should ever deem it necessary to refer this Guaranty to an attorney-at-law for the purpose of enforcing Guarantor's obligations and liabilities hereunder, or of protecting or preserving Lender's rights hereunder, Guarantor agrees to reimburse Lender for reasonable fees of such an attorney. Guarantor additionally agrees that Lender shall not be liable for failure to use diligence in the collection of any of borrower's Obligations or any collateral security therefore, or in creating or preserving the liability of any person liable on any such Obligations, or in creating, perfecting or preserving any security for any such Obligations.

SECTION 7. Additional Documents. Upon the reasonable request of Lender, Guarantor will, at any time, and from time to time, duly execute and deliver to Lender any and all such further instruments and documents, and supply such additional information, as may be necessary or advisable in the opinion of Lender, to further evidence or perfect this Guaranty.

SECTION 8. Successors and Assigns Bound. Guarantor's obligations and liabilities under this Guaranty shall be binding upon Guarantor's successors, heirs, legatees, devisees, administrators, executors

and assigns. The rights and remedies granted to Lender under this Guaranty shall also inure to the benefit of Lender's successors and assigns, as well as to any and all subsequent holder or holders of any of borrower's Obligations subject to this Guaranty.

SECTION 9. Caption Headings. Caption headings of the sections of this Guaranty are for convenience purposes only and are not to be used to interpret or to define their provisions. In this Guaranty, whenever the context so requires, the singular includes the plural and the plural also includes the singular.

SECTION 10. Governing Law. This Guaranty shall be governed and construed in accordance with the substantive laws of the State of Louisiana.

SECTION 11. Severability. If any provision of this Guaranty is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable, this Guaranty shall be construed and enforceable as if the illegal, invalid or unenforceable provision had never comprised as a part of it, and the remaining provision of this guaranty shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom.

SECTION 12. Acceptance. This Guaranty is effective upon its execution and delivery by Guarantor, and notice of its acceptance by Lender is expressly waived.

IN WITNESS WHEREOF, Guarantor has executed and delivered Guaranty in favor of Lender on the day, month and year first written above.

GUARANTOR

PRINT NAME

GUARANTORS SOCIAL SECURITY NUMBER