

CREDIT AGREEMENT WITH COOK COUNTY LUMBER CO.

_____ (Name of Legal Entity herein referred to as "Applicant") hereby applies to Cook County Lumber Co. ("Cook") to open a commercial account and hereby requests Cook extend credit to enable Applicant to buy merchandise from Cook for business or commercial purposes only. As an inducement to Cook to extend credit to Applicant, and in consideration of Cook agreeing to extend credit to Applicant, Applicant and Cook agree as follows:

1. Applicant represents and warrants that all information including but not limited to the information in this agreement, given in connection with this agreement, is true and correct as of the date of this agreement. Applicant shall provide Cook with notice of changes to the financial and business information disclosed by Applicant in this agreement as they occur.
2. **Terms.** Applicant shall pay Cook within thirty (30) calendar days of the date of Cook's invoice for all merchandise delivered on that invoice (the "Payment Due Date.")
3. If any amount due for any merchandise remains unpaid on the last business day of the month in which the Payment Due Date falls, Applicant shall pay to Cook a late charge (the "Late Charge") of 1.5% per month on all past due amounts until such amounts are paid in full.
4. If Applicant pays any invoice with a check, and the check is returned unpaid for any reason, Applicant will pay a service charge of thirty-five dollars or one half of one percent of the face amount of the check, whichever is greater. Applicant shall pay all service charges in addition to any applicable Late Charges.
5. Any claims for defective merchandise or shortages must be made to Cook within 10 calendar days of Applicant's receipt of merchandise from Cook. Any returns must be pre-approved by Cook and must have a return authorization number obtained from Cook's credit department before Cook will accept any merchandise for return. Cook will not accept any merchandise brought to Cook without a return authorization number. Applicant shall pay Cook a restocking charge of 25% of the cost of the returned merchandise as reflected on Cook's invoice or \$100, whichever is greater. The restocking charge will not apply to merchandise returned due to Cook's error. Any returned merchandise must be in good and saleable condition when delivered to Cook. In the event any returned merchandise is not in good and saleable condition as solely determined by Cook, Cook will not issue any credit to Applicant for the returned merchandise. Non-payment of or deductions from any of Cook's invoices for any merchandise which Applicant does not accept are not permitted unless accepted by Cook in writing. Cook's acceptance of payment from Applicant for less than the amounts due on Cook's invoice does not constitute Cook's agreement to credit Applicant the unpaid portion of such invoice.
6. This agreement shall be a continuing agreement and shall apply to each of Applicant's purchase of merchandise from Cook.
7. Applicant shall defend and indemnify Cook from all suits, claims and actions and damages resulting from the withholding and/or delaying of the shipment of merchandise to Applicant resulting from events outside Cook's control.
8. **Default.** Any one of the following events shall constitute a default (an "Event of Default") by Applicant under this agreement:
 - a. Applicant fails to pay for any invoiced merchandise pursuant to paragraph 2 of this agreement;
 - b. Applicant fails or neglects to perform, keep or observe any term, provision, condition, covenant, warranty or representation contained in this agreement;
 - c. Applicant makes any false, untrue, incomplete or misleading representation, warranty or other communication to Cook in connection with this agreement or any transaction related hereto;
 - d. Applicant files for bankruptcy, is insolvent, and/or executes an assignment for the benefit of creditors; or
 - e. An occurrence of a material adverse change in the financial or business condition of Applicant.
9. **Cook's Remedies Upon Default.** Applicant shall pay Cook's attorney's fees, costs and expenses incurred in litigation in enforcing this agreement and the collection of any and all charges due from Applicant to Cook hereunder, including all of Cook's attorney's fees, costs and expenses incurred through and including all appellate court proceedings, reorganization, receivership and/or bankruptcy proceedings of Applicant and litigation involving the Applicant.
10. **Venue.** Applicant hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts located in Cook County, Illinois over any action or proceeding arising out of or relating to this agreement, and hereby irrevocably agrees that all claims in respect of such action or proceeding shall be heard and determined in such Cook County, Illinois courts. Applicant hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any such action or proceeding in any such court as well as any right it may now or hereafter have, to remove any such action or proceeding, once commenced, to another court on

the grounds of forum non conveniens or otherwise. Applicant agrees that a final nonappealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Applicant agrees not to institute any legal action or proceeding against Cook or its directors, officers, employees, agents or property, arising out of or relating to this Agreement, in any court other than the ones specified in this paragraph. Nothing in this paragraph shall affect the right of Cook to bring any action or proceeding against Applicant in the courts of any other jurisdictions. Applicant and Cook hereby waive the right to a jury trial for any claim arising from or related to the enforcement of this agreement.

11. **Choice of Law.** This agreement, and all matters or disputes relating to its validity, construction, performance or enforcement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its internal conflict of laws.
12. **Severability.** The provisions of this agreement are severable. If any portion, provision, or part of this agreement is held, determined or adjudicated to be invalid, unenforceable or void for any reason whatsoever, each such portion, provision or part shall be severed from the remaining portions, provisions or parts of this agreement and shall not affect the validity or enforceability of any remaining portions, provisions or parts.
13. This agreement supersedes all prior credit applications and credit agreements between Applicant and Cook.

Additional Detailed Business Information			
Legal Business Entity Name			
Doing Business as Name (if applicable)		Business Phone	
Business Entity Address		Business Fax	
Business Type		Federal Tax ID*	
Year Business Under Current Management		Do you require a Purchase Order?	
Name & Title of Business Officer			
Name of Purchasing Agent			

Financial Information (Annual sales information is required to establish credit line)	
Annual Sales	
Current Equity (Net Worth)	
Long Term Debt	

Bank and Trade References
<i>Please attach a copy of your bank and trade references to the back of this agreement.</i>

Salesperson
Name of Your Cook County Lumber Salesperson

I hereby certify that the statements in this credit agreement are true and complete. Furthermore, I certify that I am a principal of the Applicant, duly authorized to enter into this credit agreement on behalf of the Applicant.

 Signature

 Print Name

 Corporate title

 Date

PERSONAL GUARANTY

The undersigned hereby personally guarantees any existing or hereinafter created indebtedness by the Applicant to Cook County Lumber Co. and waives presentment and demand for payment, notice of payment, notice of non-payment, protest and notice of protest, and consents without notice of any extensions of time or increase in the amount of credit given. This is intended to be a continuing guarantee and shall continue as to all new indebtedness incurred. This guarantee shall not be terminated without Cook County Lumber's prior written consent.

Guarantor's signature as an individual (not in the capacity of a corporate officer, director, shareholder, member or manager)

Print Name

Date

CERTIFICATE OF RESALE

The undersigned hereby certifies that all material purchased from Cook County Lumber Company is:

- _____ For the purpose of resale.
- _____ To become a part of some product to be sold by the undersigned.
- _____ Not-for-profit organization.

(Please check the appropriate line)

and assumes liability for payment of state and local sales and use taxes with respect to the resale or use of this property.

This notice shall be considered a part of each order, which shall be given, unless such order shall otherwise specify. This certificate shall be in effect until revoked in writing.

Our license permit number is _____ State _____.
(Please insert your assigned number, otherwise state "applied for" and send or fax a copy of your number when received)

COMPANY NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER _____ FAX NUMBER _____

SIGNATURE _____ POSITION _____

**We must have a resale number on file for all tax-exempt sales.
Please complete and return as soon as possible to Kara Gartner
Fax# 773-928-6349.**

Thank You.