

COMMERCIAL CREDIT AGREEMENT

NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES, TERMS, AND CONDITIONS CONTAINED IN THIS AGREEMENT and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Purchaser hereto agrees to comply with the terms and conditions of the Account, as follows:

APPROVAL OF ACCOUNT. Approval of this account will be based on Purchaser's credit worthiness as determined by a combination of all or any of the following, business credit references, business credit report, past experience with Irwin Builders, financial documentation received and/or personal credit report.

TERMS OF ACCEPTANCE. Acceptance by Irwin Builders of any and all credit purchases under Account are expressly conditioned upon Purchaser's agreement to the terms contained herein. No modification or negotiation of these terms and conditions will be accepted. Notations, deletions and/or changes to this Agreement will not be accepted by Irwin Builders and shall be invalid. Purchaser shall be bound to Irwin Builders under the terms and conditions of this Agreement as stated without modification.

CREDIT LIMIT. The credit limit will be determined and Purchaser will be notified by email or U.S. First Class mail upon approval of Account. Purchaser agrees to maintain the account balance at or below credit limit, and to be bound by the terms and conditions of this agreement on any amounts purchased over-limit. Purchaser acknowledges that the credit limit is variable and may be increased or decreased as determined by Irwin Builders, one or more times, without advance notice to the Purchaser.

EXTENSION OF CREDIT. Irwin Builders will extend to Purchaser revolving credit on an open account to be utilized for the purchase of building materials. Purchaser may utilize its open account arrangement with Irwin Builders up to the applicable credit limit, provided Purchaser is not in default of any of the terms of this Agreement and provided all terms and conditions are being observed. Purchaser agrees that Irwin Builders reserves its right, at its sole discretion and without notice, to cancel all available credit and refuse to make future advances to Purchaser. Cash on Delivery ("COD") restrictions may be placed on the account at any time, without prior notification to Purchaser.

LIMITED POWER OF ATTORNEY. Purchaser hereby irrevocably constitutes and appoints Irwin Builders and any agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Purchaser or in Irwin Builders' own name, limited solely to: (A) receive payment of and receipt for any and all monies, claims, and other amounts due and to become due at any time in respect of or arising out of this Agreement; and (B) sign, endorse and deposit any and all checks made jointly payable to Irwin Builders and Purchaser. This power of attorney is a power coupled with an interest and is irrevocable only so long as Purchaser's account remains open and active with Irwin Builders.

PURCHASING. Irwin Builders will accept orders without written purchase orders and sell material to anyone representing themselves as the Purchaser or an agent of the Purchaser unless Purchaser notifies Irwin Builders in writing with specific instructions otherwise, including if applicable, a list of the specific person(s) authorized to shop under this Account, issued to the attention of the Credit Manager, at Irwin Builders, P. O. Box 406, Irwin, PA 15642. Purchaser authorizes Irwin Builders to deliver materials without the requirement of signed delivery receipts.

PAYMENT. Purchaser agrees that it will pay all sums due Irwin Builders pursuant to the terms stated herein, including any sum which may be due as of the date of this Agreement as well as all sums which may become due:

1. Purchaser agrees to pay Irwin Builders in full no later than on or before thirty (30) days from invoice date.
2. Finance charges will be assessed at the rate of 1.5% per month, or 18% per annum on all account balances over thirty (30) days old.

PAYMENT APPLICATION AND SET OFF. Payments will be applied first to any unpaid finance charge, administrative and/or legal fees and costs due, and then to the oldest unpaid invoices that are not in dispute, unless instructions otherwise are delivered by Purchaser in writing accompanying said payment. Irwin Builders may apply payments to any amounts due at its own discretion and disregard Purchaser's instructions or requests as to payment application, when the account is considered to be in default, as is defined under the DEFAULT section herein. Purchaser also grants Irwin Builders the right to set off, at any time and without notice to Purchaser, against any amounts due Irwin Builders by Purchaser and to apply those monies toward any outstanding obligations that Purchaser may have with Irwin Builders.

DEFAULT. It will be considered to be a default under this Agreement if any of the following occur: (a) Purchaser fails to make any payment when due, (b) Purchaser fails to comply with any provision of this Agreement, (c) Purchaser files for bankruptcy protection, (d) Purchaser becomes insolvent, (e) Purchaser, if an individual sole proprietor, is deceased, (f) Purchaser's business on which the extension of this Account is reliant, is defunct, (g) Purchaser fails to meet any requirement(s) of this Agreement or (h) Irwin Builders deems itself insecure.

REMEDIES TO DEFAULT. Upon default, Irwin Builders may chose to place a credit hold on the Account, enforce a COD restriction to future purchases by Purchaser, declare the entire amount charged to the Account due and payable immediately without notice to the Purchaser, seize and remove any material purchased under this Account from the job site/construction project without notice to Purchaser, and/or take any and all legal remedies available to them by law.

ATTORNEYS FEES. Purchaser agrees to be liable and pay all attorneys' fees, collection costs and court fees, and any other expenses, whether or not incurred in connection with litigation, including but not limited to attorneys' fees and costs associated with the enforcement of any of the terms of this Agreement and attorneys' fees and costs resulting from a default under this Agreement.

CONFESSION OF JUDGMENT

THE PURCHASER HEREBY IRREVOCABLY EMPOWERS AND AUTHORIZES ANY ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR THE UNDERSIGNED IN SUCH COURT AND WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST THE PURCHASER AND IN FAVOR OF IRWIN BUILDERS SUPPLY FOR THE AMOUNT THEN DUE WITH INTEREST ON THE UNPAID BALANCE AT THE RATE OF 18% PER ANNUM, TOGETHER WITH COSTS OF SUIT AND ATTORNEY'S COMMISSIONS OF 15%, WHETHER DUE OR NOT, AND TO WAIVE AND RELEASE ALL ERRORS WHICH MAY INTERVENE IN ANY SUCH PROCEEDINGS AND TO CONSENT TO IMMEDIATE EXECUTION UPON SUCH JUDGMENT, HEREBY RATIFYING AND CONFIRMING ALL THAT THE SAID ATTORNEY MAY DO BY VIRTUE HEREOF. INTEREST WILL CONTINUE TO ACCRUE POST-JUDGMENT AT THE 18% PER ANNUM RATE, UNTIL SUCH TIME AS THE JUDGMENT IS SATISFIED AND THE ACCOUNT IS PAID WITHIN TERMS.

VENUE. Purchaser agrees that all issues and disputes relating to any purchase made under Account or payment of same shall be governed in accordance with a competent jurisdiction chosen at the discretion of Irwin Builders and that Purchaser expressly waives it venue rights without reference to conflicts of laws and/or principles.

CONFESSION OF JUDGMENT DISCLOSURE. The Purchaser understands that the confession of judgment provision contained herein permits Irwin Builders to enter judgment against purchaser in court, anytime after a default on the Agreement, without advance notice to purchaser and without offering purchaser an opportunity to defend against the entry of judgment. Purchaser knowingly, intelligently, and voluntarily waives constitutional rights to notice and hearing prior to the entry of judgment and expressly agrees and consents to Irwin Builder's entering judgment against Purchaser by confession as provided for in the confession of judgment provision herein.

SIGNATURES. The company President/Owner(s) **ONLY** must sign below and by executing this Commercial Credit Application and Agreement and by his/her signature(s), hereby recognizes and agrees to comply with all of the terms and conditions as are fully outlined on the reverse side/page 2. My signature below also authorizes Irwin Builders Supply to check my individual, personal credit report obtained through the customary credit reporting agencies to assist them in making their credit decision.

X _____ DATE: _____

PRINT NAME: _____ TITLE: _____

X _____ DATE: _____

PRINT NAME: _____ TITLE: _____