



HIRSHFIELD'S, INC.

CREDIT AGREEMENT AND DISCLOSURE

Applicant, through its authorized representative(s), and each person whose information is provided in the Guarantee section of this Application (a "Guarantor") authorizes Hirshfield's, Inc. to examine Applicant's and Guarantor's credit history, which may include both business and *personal*, (possibly obtaining business and/or *personal* credit reports from a credit reporting agency), bank references, trade references and any other information deemed necessary by Hirshfield's, Inc. in connection with the creation and upkeep of Applicant's commercial credit account. Hirshfield's, Inc. may, solely upon its discretion, report account activity and payment history to certain third parties, including credit bureaus.

If credit is granted, ALL charge purchases are understood to have terms of sale that are "Net 30" due within 30 days following the billing date as shown on the invoice. Applicant agrees: (1) to make prompt payment for all materials and services supplied to Applicant by Hirshfield's, Inc. and (2) agrees to pay all costs, expenses and attorney fees incurred by Hirshfield's, Inc. in connection with this credit extension that may be incurred as a result of legal action commenced to recover any proceeds owed pursuant to this agreement. In the event of default, Hirshfield's, Inc. may in addition to other remedies charge interest i.e., "Finance Charges" computed by a periodic rate of 1.5% per month, which is an annual percentage rate of 18%, beginning 31 days from date of invoice. This finance charge will be applied on any unpaid balance after deduction of payments, credits and allowances from the period billing at the end of each month. To avoid these finance charges and to comply with the Hirshfield's, Inc. credit policy, the balance must be paid in full within 30 days. Defaulting on this agreement could affect special pricing and extended account terms. This credit is offered as a convenience. This credit is not a monthly payment plan or a revolving type credit plan.

Hirshfield's, Inc. reserves the right to, at any time with or without cause, terminate the right to extend credit to any and all accounts.. No modification of this application or this agreement will be binding on Hirshfield's Inc. unless approved by an authorized representative of Hirshfield's, Inc. Credit Department.

In consideration of Hirshfield's, Inc. selling to me, (our) firm or company on your credit policy terms, I (We) agree to the above regarding charge purchases.

INITIAL HERE _____ DATE _____ INITIAL HERE _____ DATE _____

REQUIRED FOR ALL SELF EMPLOYED, PARTNERSHIPS, PROPRIETORSHIP AND NON-INCORPORATED CUSTOMERS, RECOMMENDED FOR CORPORATIONS AND LLCs LESS THAN THREE YEARS IN AGE.

GUARANTEE

For valuable consideration and in consideration of the extension of credit to the foregoing applicant, the undersigned absolutely and unconditionally guarantees to Hirshfield's, Inc. the full and prompt payment when due of any and all indebtedness, obligations and liabilities of the applicant. The undersigned waives presentment, demand for payment, notice of dishonor, notice of nonpayment, and protest of any instrument evidencing the indebtedness. In the event that applicant's account is placed for collection, the undersigned further agrees to pay all costs including actual attorney fees and court costs incurred by Hirshfield's, Inc. in the collection of any amounts owed to Hirshfield's, Inc. by Applicant under this agreement.

SIGNATURE _____ SSN (required) _____

PRINT NAME _____ DATE _____

SIGNATURE _____ SSN (required) _____

PRINT NAME _____ DATE _____