

STATEMENT OF TRADE TERMS

The undersigned ("Purchaser") agrees that all purchases made by Purchaser from JJ McDonnell & Co., Inc. or any of its subsidiaries and affiliated entities ("Seller") are subject to the following terms and conditions:

1. All amounts due for goods and services purchased from Seller are payable at the Seller's distribution facility from which the goods and services are delivered. Purchaser acknowledges that such amounts are not payable in installments, but are payable in full as stated herein. Seller is under no obligation to extend credit to Purchaser or to continue extending credit to Purchaser and may alter or cancel terms of credit at any time.
2. All amounts due Seller are payable in accordance with the payment terms granted by Seller's credit department from which the goods and services are delivered. If any amount due Seller is not paid in accordance with such payment terms, a delinquency charge shall be added to the sum due, which charge shall equal the amount obtained by multiplying the delinquent balance by 1.5% per month.
3. Purchaser shall pay Seller a service charge in amount equal to thirty-five dollars (\$35.00) for all checks returned by Purchaser's bank; provided, however, that such service charge shall not be due and payable in the event such payment would result in the violation of the usury laws of the applicable jurisdiction.
4. In the event the account is turned over to an attorney or other agency for collection, or suit is brought on same, or the same is collected through any judicial proceedings whatsoever, Purchaser shall pay 33 1/3% attorney's fees of the amount due hereunder and court costs incurred by Seller. Purchaser further agrees that Purchaser's obligation to pay such costs and fees, and Seller's claim for such costs and fees which are incurred by Seller after the date of any judgment obtained by Seller, shall survive the entry of, and shall not be merged into, any such judgment.
5. Purchaser shall notify Seller by certified mail of any change of ownership of Purchaser. Purchaser warrants to Seller that all financial information furnished for the purpose of obtaining credit is true, correct and complete in all material respects. Purchaser authorizes Seller to investigate all references furnished and make other inquiries pertaining to the credit and financial responsibility of Purchaser.
6. The undersigned purchaser and all guarantors agree that all purchases made from Seller are subject to the terms and conditions set forth in this credit application and on the invoices and that there are no oral terms, conditions, or pricing agreements. Undersigned purchaser and guarantors agree that Seller may negotiate any check tendered and apply the proceeds to the outstanding balance owed without regard to any restrictive endorsement purporting to compromise or settle the outstanding balance, said restrictive endorsement being null and void and of no effect.
7. In the event any payment is not made when due, purchaser and guarantors authorize any attorney designated by Seller to appear in any court of competent jurisdiction in Howard County, Maryland, or any other venue where purchaser does business or any guarantors reside, and confess judgment against them for the amount due together with interest, cost of suit, and 33 1/3% attorney's fees, waiving all homestead and other exemptions, relief from stay of execution and right of appeal pursuant to the laws of any State or of the United States now in force or which may hereafter be passed.

Virginia businesses only: Further, and in addition, the undersigned constitute and appoint Risa Hirao and Marion Muller, either of whom may act, as their attorney with authority to confess judgment against them for the unpaid balance due and owing in the circuit and general district courts of Arlington County, Culpeper County, Fairfax County, Frederick County, Loudon County, Shenandoah County, Spotsylvania County, Stafford County and the City of Alexandria, City of Charlottesville, City of Fairfax, City of Falls Church, City of Fredericksburg, and the City of Manassas, all in the Commonwealth of Virginia.

THE PROVISIONS OF THIS CONFESSED JUDGMENT CONSTITUTE A WAIVER OF CERTAIN RIGHTS THEREBY ALLOWING JJ MCDONNELL & CO., INC. TO OBTAIN A JUDGMENT AGAINST YOU WITHOUT FURTHER NOTICE.

Print full legal name of company (as on page one of this application)

Authorized signature (corporate officer, general partner, managing member or proprietor)

Print name clearly

Title

Date

GUARANTY OF PAYMENT

I/We, _____, for and in consideration of your extending credit at my request to _____ (the "Company"), jointly and severally, personally guarantee prompt payment of any obligation of the Company to JJ McDonnell & Co., Inc. ("Seller"), whether now existing or hereinafter incurred, and I further agree to bind myself to pay on demand any sum which is due by the Company to Seller whenever the Company fails to pay same. It is understood that this guaranty shall be an absolute, continuing and irrevocable guaranty for such indebtedness of the Company. I expressly waive presentment, demand, protest, notice of protest, dishonor, diligence, notice of default or nonpayment, notice of acceptance of this guaranty, notice of the extending of any guaranteed indebtedness already or hereafter contracted for by the Company, notice of any modification or renewal of any credit agreement evidencing the indebtedness hereby guaranteed, notice of any renewal or extension of such indebtedness, and I expressly consent to any modification or renewal of any credit agreement evidencing the indebtedness hereby guaranteed and to all renewals or extensions of such indebtedness. I further waive any right to require Seller to proceed against, or make any effort at collection of the guaranteed indebtedness from, the Company or any other party liable for such indebtedness. If the guaranteed indebtedness is not paid by me when due, and this guaranty is placed in the hands of an attorney for collection or suit is brought, or it is enforced through any judicial proceeding whatsoever, I shall pay 33 1/3% attorney's fees of the amount due hereunder and court costs incurred by Seller. The Guarantor agrees that it shall have no right of subrogation whatsoever with respect to the aforesaid indebtedness or to any money due and unpaid thereon or any collateral securing the same, unless and until all creditors of the obligor shall have received payment in full of all sums at any time due. In the event any payment is not made when due, guarantors authorize any attorney designated by Seller to appear in any court of competent jurisdiction in Howard County, Maryland, or any other venue where purchaser does business or any of the undersigned reside, and confess judgment against them for the amount due together with interest, late fees cost of suit, and 33 1/3% attorney's fees, waiving all homestead and other exemptions, relief from stay of execution and right of appeal pursuant to the laws of any State or the United States now in force or which may hereafter be passed.

Further, and in addition, the undersigned constitute and appoint Risa Hirao and Marion Muller, either of whom may act, as their attorney with authority to confess judgment against them for the unpaid balance due and owing in the circuit and general district courts of Arlington County, Culpeper County, Fairfax County, Frederick County, Loudon County, Shenandoah County, Spotsylvania County, Stafford County and the City of Alexandria, City of Charlottesville, City of Fairfax, City of Falls Church, City of Fredericksburg, City of Manassas, all in the Commonwealth of Virginia. **THE PROVISIONS OF THIS CONFESSED JUDGMENT CONSTITUTE A WAIVER OF CERTAIN RIGHTS THEREBY ALLOWING JJ MCDONNELL & CO., INC. TO OBTAIN A JUDGMENT AGAINST YOU WITHOUT FURTHER NOTICE.** Guarantors further agree that the obligation to pay such costs and fees, and Seller's claim for such costs and fees which are incurred by Seller after the date of any judgment obtained by Seller, shall survive the entry of, and shall not be merged into, any such judgment. Should the authorization for confession of judgment be deemed invalid, the remaining provisions of this statement shall remain in full force and effect. In the event more than one party executes this Guaranty as a guarantor, then each guarantor agrees to be jointly and severally liable for the guaranteed indebtedness, and in all instances herein, the singular shall be construed to include the plural. I/We further authorize J. J. McDonnell & Co., Inc. to obtain a copy of my/our personal credit report.

Guarantor's Signature

Guarantor's Signature

Print full name of guarantor

Print full name of guarantor

Address

Address

City/State/Zip

City/State/Zip

Social Security Number

Social Security Number

(Use of a corporate title shall in no way limit the personal liability of the signatory.)

Electronically submitted applications will serve as originals.