

Terms and Agreements – Tampa International Forest Products, LLC

TERMS AND CONDITIONS

Applicant, its guarantors, agents and sureties (hereinafter collectively referred to as "Applicant") acknowledge that in the event this Credit Application is accepted and approved by Tampa International Forest Products, LLC, and or its parent Forest City Trading Group LLC (collectively hereinafter referred to as "Seller") a credit account will be opened or maintained by Seller in the name and for the benefit of Applicant. In consideration for establishing or continuing commercial credit with Seller, and to apply to all existing balances as well as all future transactions with Seller, Applicant agrees to each and every term and condition set forth below. This Agreement amends and modifies any prior or contemporaneous agreement between Applicant and Seller. Applicant acknowledges and agrees that Seller may in its sole discretion, refuse to extend credit to Applicant at any time and in connection with any credit transaction or cease further extensions of credit without notice.

PAYMENT TERMS: The account terms set forth herein govern the credit relationship between Applicant and Seller. In the event of any conflict between the account terms set forth herein and credit terms contained in any other document, the terms and condition contained herein shall govern. The terms and conditions of all sales, lease, rental or consignment of goods, materials, equipment and provision of services (collectively, the "Goods") to the Applicant will be set forth in the Seller's Terms and Conditions with this application and appearing at www.tifp.com. Applicant agrees to pay for Goods charged to its open account upon receipt of invoice and in accordance with stated invoice terms. Seller's standard terms of sale are .8% 10 calendar days after date of invoice (ADI), net 11 discount ADF and or delivered price unless otherwise stated. If Applicant fails to make any payment to Seller when due, Applicant's entire account(s) with Seller shall become immediately due and payable and Seller may immediately suspend further performance under any order with Applicant. All past due amounts are subject to a service charge of 1.5% per month or up to the maximum rate permitted by law. If Applicant is in default for non-payment, then in addition to other remedies, Applicant agrees to reimburse Seller all costs of collection, including reasonable attorneys' fees, collection fees and costs.

CREDIT INVESTIGATION: Applicant hereby authorizes Seller to (i) investigate Applicant's credit history and financial history and obtain credit and financial information from banks, credit bureaus, trade references, and other sources, from time to time, (ii) request each of the aforementioned to advise Seller of its credit experience with and to express an opinion as to the credit record of Applicant or other such person as such party may deem appropriate, and (iii) release any credit information including but not limited to Applicant's Balance Sheet, Cash Flow Statement and Income Statement to Seller. If Applicant is a partnership or a sole proprietorship, authorization is granted to Seller to investigate the personal credit history of the individuals named above, which may include obtaining personal credit reports from various reporting agencies.

SECURITY: To secure payment and performance of all present and future debts, obligations or evidences of indebtedness (collectively, the "Obligations") of Applicant to Seller, Applicant hereby grants Seller a Purchase Money Security Interest in all goods, inventory, equipment and materials whenever distributed, sold, consigned, leased, rented or delivered, directly or indirectly, to or for the benefit of Applicant by Seller. This includes all construction related materials and services sold by Seller, including but not limited to construction materials, concrete forming and accessories, forming and shoring systems, along with tools, safety accessories and related supplies and any and all proceeds of the same (collectively, the "Collateral"). All Collateral shall be used in Applicant's business for commercial use only and not for Applicant's consumer, personal or household use. A copy of this agreement may be used as a security agreement for granting a security interest in the Collateral. The security interest extends to all repossessions, returns and all proceeds of the Collateral, whether from sale, lease, rental or otherwise, and all existing or subsequently arising accounts and accounts receivable, chattel paper, general intangibles, and supporting obligations which may from time to time hereafter come into existence during the term of this Agreement or for so long as any Obligations under this Agreement are owed by Applicant to Seller. Applicant authorizes Seller to file financing statements (and continuations of financing statement) describing the collateral along with any notices and will cooperate with and assist Seller in taking any other necessary action to perfect and protect Seller's security interest in the Collateral.

INDEMNITY: To the fullest extent permitted by law, Applicant shall fully and forever defend (with counsel satisfactory to Seller), indemnify and hold Seller and its agents, officers, directors, employees, insurers and assigns harmless

from any and all claims and damages, direct, consequential, incidental or otherwise arising by reason of or related to the Goods and any Collateral or acts or omissions of the Applicant or Applicant's employees or agents.

NON-WAIVER: The reference to "requested limit" in this application shall not limit Applicant's liability. Nothing contained herein shall be construed as a waiver by Seller of any lien rights or rights which it may now have or hereafter acquire by law, nor shall anything stated herein be construed as an obligation to extend credit to Applicant under any circumstances.

CHANGE OF TERMS: These terms and conditions may be revised or amended by Seller at any time, without consent of or written notice to Applicant. No right or interest in this agreement may be assigned by Applicant without written consent of Seller. Applicant agrees that Seller may assign, sell or encumber all or any part of this account, note, or any portion thereof without notice to Applicant.

SET OFF: Applicant agrees that Seller may, to the extent permitted by applicable law, set-off and apply any and all Collateral at any time held or other Obligations owed by Applicant against any and all obligations of the Seller now or hereafter existing under this Agreement or any other agreement, irrespective of whether Seller shall have made any demand under this Agreement or any other agreement, and although such obligations may be contingent or unmatured.

GOVERNING LAW & JURISDICTION: This Agreement shall be governed by the laws of the State of Oregon, without regard to its conflict of laws provision. Seller may, at its sole election, compel arbitration of any action brought in connection with this Agreement. If Seller elects not to compel arbitration, Applicant consents to any action proceeding in the non-exclusive jurisdiction of the state or federal courts located in the State of Oregon.

SEVERABILITY: If any term of this Agreement is invalid, the invalid language shall be considered deleted from the Agreement and shall not invalidate the remaining language.

CERTIFICATION: The undersigned certifies the following: (1) the information provided herein is true and correct and has been submitted as material inducement to obtain commercial credit; (2) I am authorized to execute applications and other documents required to establish commercial credit accounts on behalf of Applicant; (3) Seller is hereby authorized to investigate and verify any information provided and inquire of references or others as to ongoing credit worthiness and Applicant agrees that this Agreement and any extension of credit to Applicant are subject to continuous credit review and approval; (4) Seller may answer inquiries from others about is credit experience with the Applicant; (5) I have read, understood and agreed to all of the terms, and agree to notify Seller, in writing via certified mail, of any material change in name, ownership, location, or corporate status of Applicant within five (5) days of such change taking effect; and (6) if Applicant fails to provide Seller with the current list of authorized signers on my account or notify Seller of any changes to authorized signers on Applicant's account, Applicant shall be solely responsible for unauthorized charges to Applicant account. This authorization is continuing in nature and used periodically to obtain updated information.