

ACCOUNT AGREEMENT

The Shiver Lumber Co Account is issued by, and credit is extended by Shiver Lumber Co Inc. 720 W Church St, Americus, GA 31709. "You", "your", and "Applicant" refer to the business applicant in the commercial credit application. Shiver Lumber Co sells but does not warrant any merchandise sold through our establishments.

If your application is approved, a commercial charge account ("Account") will be opened in the name of the Applicant. Your account will be established for business, commercial, or organizational purposes on behalf of your business. You promise to pay all amounts owed under this Agreement, including any finance and late charges and any other charges that may be applicable from time to time. You agree to pay for all transactions made on your Account, whether or not such transactions were in fact authorized by you, were made for your benefit, or exceeded your credit limit. Your obligations under this Agreement are absolute and unconditional to the fullest extent permitted under applicable law.

A credit limit will be assigned to your Account, which credit limit we may raise, lower, or allow you to exceed, at any time, without advanced notice to you. All unpaid purchases, whether billed or unbilled will be considered in determining your available credit. We may at any time, without advance notice to you, limit or terminate the use of your Account or terminate or suspend your right to make future purchases. You may at any time on written notice to us terminate this Agreement with respect to future use of your account. Regardless of any limitation, suspension or termination hereunder, you agree to pay the outstanding balance of the Account according to the terms of this Agreement, and all of our rights will continue in full force and effect until all of your obligations are fully satisfied, including payment of late payment fees and finance charges, which we will continue to impose until the date of full payment.

Shiver Lumber will send you periodic billing statements reflecting all purchases and fees charged to the Account during the applicable billing period. Your statement billing cycle is closed of the last day of the month. Payment of the entire balance is due by the 10th of the following month. Your initial billing address is the address you specified in your application unless you notify us of a change in this information. **Outstanding balances unpaid after the applicable due date will be considered delinquent and will be assessed a 1.5% finance charge per billing period (or, if less, the maximum finance charge and late fee permitted under the law).**

Check payments will be credited to your Account promptly after receipt; however, crediting may be delayed if payment is not received in proper form (including if payment is not accompanied by a remittance portion of your Account Statement). If your bank should fail to honor payment to us, you agree to pay insufficient funds/returned item fee of \$30.00. In addition, if your payment is dishonored, we may require immediate and full payment of all outstanding amounts.

To the extent permitted by applicable law, if we accept any late payment or partial payment (whether or not marked as payment in full), that acceptance will not: affect the due date of any other payment due under this Agreement, act as an extension of time or a waiver or satisfaction of any payment or amount then remaining unpaid, or modify any of our rights under this Agreement. Any conditional check, money order, or any other instrument tendered with a restrictive endorsement or as full satisfaction of a disputed debt to us must be sent in writing to Shiver Lumber Co, 720 W Church St, Americus, GA 31709 and must conspicuously state on the face of the instrument or in an accompanying letter that is tendered for this purpose. If you make a payment in any way other way and we accept it, we will not have waived our right to collect any amount from you owing under this Agreement.

Subject to limitations of applicable law, we may declare that you are in default under this Agreement if you (a) fail to make a payment when due under this Agreement; (b) violate any other term of this Agreement or provide any information that is incorrect, incomplete, or misleading in connection with this agreement; (c) change your business form or there is a change in control of your business; (d) dissolve or cease to do business; (e) become the subject of bankruptcy or insolvency proceedings. If you are in default, we may exercise any or all rights and remedies available under law, equity or as provided herein, including, without limitation, requiring immediate and full payment of all outstanding amounts.

In the event that you breach or default under the terms of this agreement, you will be liable to us for all costs and expenses we incur in enforcing our rights hereunder, including late charges and fees and reasonable attorney fees or other costs of collection. THIS AGREEMENT AND YOUR ACCOUNT ARE GOVERNED BY AND CONSTURED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA WITHOUT REGARD TO INTERNAL PRINCIPLES OF CONFLICT OF LAW. Any claim, suit or cause of action you institute against us arising out of or relating to this Agreement must be filed exclusively in the State or Federal Courts within the State of Georgia in the event of a default under this Agreement, we may institute suit against you either in the State or Federal Courts within the State of Georgia or in the jurisdiction in which you are geographically located or conduct business. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE AND YOU WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION HEREAFTER BROUGHT AND RELATED IN ANY WAY TO THIS AGREEMENT AND YOUR ACCOUNT, UNDER ANY THEORY OF LAW OR EQUITY. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES for any claim arising out of or relating to this Agreement.**

This Agreement, together with any application you submitted in connection with the Account (which is hereby incorporated by reference in this Agreement), constitutes the entire agreement between you and Shiver Lumber Co relating to your Account and supersedes any prior or contemporaneous agreement between you and Shiver Lumber Co and/or our predecessors relating to your Account. We may amend this Agreement, including to impose additional or different fees or to change the terms of your Account, by giving you 15 days advance notice thereof; provided however, we may suspend or terminate your Account or change your credit limit without any notice to you (as described in more detail above). This Agreement may not otherwise be amended. We may sell, assign, or transfer all or any portion of your Account or balances due under your Account without prior notice to you.

PERSONAL GUARANTY(IES)			
<p>In consideration of our financing purchases under any Account established pursuant to this application, the undersigned guarantor(s) (each, a "Guarantor") agrees to unconditionally and irrevocably and personally guaranty the payment of all amounts due under the Agreement upon demand without requiring us to proceed first against the Applicant or any other person or entity liable on the Account. Guarantor expressly agrees that we may change the terms of the Agreement, including raising rates, fees, or credit limits, adding locations where the Account may be used, or if we assign the Agreement. Guarantor waives any notices regarding the Agreement or this guaranty and also waives all suretyship defenses.</p> <p>Guarantor authorizes Shiver Lumber Co to (a) utilize his/her personal credit (by obtaining a personal credit report and/or making direct inquiries of businesses where Guarantor's accounts are maintained in considering this application and subsequently in connection with any Account; (b) periodically review and share information about the experiences or transactions with Guarantor with credit bureaus or other parties that may lawfully receive such information; and (c) in the event that this application is denied based upon information in a personal credit report of Guarantor, to report the reason for the denial.</p>			
Name - Print	DOB	Name - Print	DOB
Social Security Number		Social Security Number	
Signature (as an individual)		Signature (as an individual)	

REQUIRED AUTHORIZATION	
<p>Applicant represents that the information in this application is complete and accurate. In the event that Shiver Lumber Co approves the requested credit, Applicant agrees to be bound by the Agreement provided to Applicant with this application. Applicant authorizes us to obtain credit information from credit reporting agencies, references, participating program merchants, and any other lawful sources in considering this application and subsequently in connection with any Account. We may also periodically review and share information about the experiences or transactions with Applicant, with credit bureaus, or other parties that may lawfully receive such information. The undersigned individual ("Undersigned") attests that (i) applicant is a duly organized and validly existing entity in good standing in its jurisdiction of formation; (ii) the execution of this application has been duly authorized by all necessary action of Applicant; and (iii) the Undersigned is authorized to execute this application on Applicant's behalf.</p>	
Name - Print	Title
Signature	Date