

January 12, 2009

To our valued customers,

In an effort to continue to provide the best customer service possible, we have partnered with FMSI, "Pro Power", Financial Services. In this packet you will find informative literature on this service. You will find 2 credit applications for Pro Power and M. Cooper Supply to be completed and signed where applicable, and returned to us to be processed. I apologize if this inconveniences you in anyway. If you have any questions feel free to contact me. I thank you for your prompt attention to this matter.

Sincerely yours,

Greg Goode
M. Cooper Supply
President



8605 Spring Lake Dr - Mokena, IL 60448
Phone: (708) 444-1600 - Fax: (708) 444-1616
www.mcoopersupply.com

Certification and Disclosure Agreement

The Company acknowledges that Financial Management Services, Inc., d/b/a Contractors Credit, will rely on the information contained in the attached Application for a Pro-Power Wholesale Buying Card Business Account in determining whether to extend credit to the Company. The undersigned certifies on behalf of the Company that all information contained in the Application is true and correct. The Company further consents to disclosure of all information contained in the Application to Contractors Credit and to M. Cooper Supply for the purpose of evaluating the creditworthiness of the Company, and authorize each of them to utilize all such information for that purpose to the extent permitted by law.

Company

By: _____
Authorizing Official

Date: _____

Our Mission Statement

The employees of M. Cooper Supply are committed to the success of our valued customers by providing the most optimum levels of customer service and product quality while maintaining the highest ethical, honest and moral business practices.



8605 Spring Lake Drive * Mokena, IL 60448 * Phone: 708-444-1600 * Fax: 708-444-1616

APPLICATION FOR PRO-POWER REVOLVING BUSINESS ACCOUNT

COMPANY INFORMATION:

Credit Amount Requested: \$ _____

Credit requests of \$20,000 or more require submission of a current balance sheet, P&L, and a statement of cash flows for the past 12 months.

COMPANY LEGAL NAME _____ (**"Company"**)

Street Address _____ P. O. Box _____

City _____ County _____ State _____ Zip _____

Telephone () _____ Fax () _____ Cell/Mobile Phone () _____ Email _____

Mth/Yr Company Started ____ / ____ Mth/Yr Current Ownership Began ____ / ____ Annual Sales \$ _____

TYPE OF BUSINESS C-Corporation S-Corporation Proprietorship Partnership LLC Other (Describe) _____

Federal Taxpayer ID # _____ D&B # _____

PLEASE ANSWER THE FOLLOWING:

Have you **and/or the Company** ever filed for bankruptcy, or had an involuntary petition for bankruptcy filed? YES* NO

Have you **and/or the Company** ever been a defendant to a claim, judgement, tax lien or lawsuit? YES* NO

Have you **and/or the Company** ever defaulted on a loan? YES* NO

* If YES, please provide complete details and dates: _____

Please furnish complete addresses, phone numbers and fax numbers.

BANK REFERENCE:

Bank Name _____ Contact _____

Address _____ Telephone () _____ Fax () _____

Account # _____ Average Balance \$ _____ Loan History: Open Repaid None

TRADE REFERENCES:

Company _____ Contact _____

Address _____ City _____ State _____ Zip _____

Telephone () _____ Fax () _____ Account Number _____

Company _____ Contact _____

Address _____ City _____ State _____ Zip _____

Telephone () _____ Fax () _____ Account Number _____

PRINCIPAL(S) OF THE COMPANY:

Please print below the name(s), title(s), and % ownership, as applicable, of Corporate Officers, all Partners, or all Owner(s). All principal(s)/partner(s)/owner(s) who own 20% or more of the Company, must provide their Social Security number(s) below.

Principal #1

Name _____ Title _____ % Ownership _____ Soc. Sec. # _____

Principal #2

Name _____ Title _____ % Ownership _____ Soc. Sec. # _____

APPLICANT SIGNATURE:

By his/her signature below, the undersigned **Authorizing Official** hereby certifies that he/she is authorized by the Company (a) to sign and deliver this Application, (b) to bind the Company to the terms and conditions in the **PRO-POWER Revolving Business Account Agreement**, receipt of which by his/her signature below the Authorizing Official hereby acknowledges, and (c) all information contained in this application is true and correct. The authorizing official understands that credit on this Account, once approved, will be extended by Financial Management Services, Inc. and you authorize us to check with credit reporting agencies and other sources we deem appropriate in considering this application and subsequently for purposes of updates, renewals or extensions of credit granted as a result of this application or in receiving or collecting the Account.

Signature of Principal #1 _____ Date _____

Signature of Principal #2 _____ Date _____

PERSONAL GUARANTY: (To be completed by an owner/officer or other authorized individual)

Name _____ Date of Birth ____/____/____ Social Security # _____
Home Address _____ City _____ State _____ Zip _____ Home Phone (____) _____

In consideration of Financial Management Services, Inc. ("FMSI") financing purchases by buyer, the undersigned guarantor hereby agrees to unconditionally, absolutely and irrevocably personally guarantee payment of all amounts due under, and the performance under the terms of, the Pro-Power Revolving Business Account Agreement ("Agreement"), and further agrees to pay the total balance due on the account opened pursuant to the agreement upon demand, without requiring FMSI to proceed first to enforce payment against the buyer also liable on this account, in the event of default under the agreement that governs the account. The undersigned hereby waives any notices regarding the agreement or this guaranty, and agrees that this guaranty shall be applicable until the agreement has terminated and all amounts due thereunder shall have been paid in full. The undersigned guarantor agrees that in the event the account is not paid as agreed, FMSI may report the undersigned's liability for and the status of the account to credit bureaus and others who may lawfully receive such information. The undersigned guarantor agrees that personal credit history may be used in making a credit decision and consumer reports on the undersigned guarantor may be obtained.

Your Signature _____ Date _____

AGREEMENT

This revolving business account ("**Business Account**") is a service of, and credit will be extended by, Financial Management Services, Inc. d/b/a Contractors Credit ("**Issuer**"), 1001 Warrenville Road, Suite 210, Lisle, IL 60532, 1-(888)-PRO-POWER (776-7693). The application Form and Account Agreement will be accepted in Illinois and governed by Illinois and applicable federal and/or other states' law. **By his/her signature on the application for a Business Account, the signer ("Authorizing Official")** certifies that (1) the information on this Application, and on any attachments, is true and accurate; (2) the Business Account will be used only for commercial or business purposes, and not for personal, family or household purposes; (3) he/she has the authority to request that a Business Account be established in the Company's name; (4) he/she has the authority to approve Issuer's receipt and exchange of financial and credit information about the Company to Issuer; (5) he/she agrees to provide additional information, including financial statements and business tax returns, about the Company as reasonably requested by Issuer now and from time to time hereafter; and (6) he/she has received, read and understands the **PRO-POWER Revolving Business Account Agreement ("Account Agreement")** and has the authority to (a) bind the Company to the terms and conditions thereof, and (b) agree that the Company shall be liable for all charges under the Business Account.

**** IMPORTANT INFORMATION ABOUT PRO-POWER REVOLVING BUSINESS ACCOUNT ****

- (1) **PLEASE READ AND RETAIN THE ACCOUNT AGREEMENT BEFORE SIGNING THIS APPLICATION FORM.**
- (2) **All Billing Statements, notices, communications and Business Account information will be sent to the AUTHORIZING OFFICIAL at the address shown on the reverse side unless he/she notifies us in writing of the name of the individual he/she designates to receive such mailings, or of a different mailing address.**
- (3) **The Company is responsible for its employees' or agents' use of the Business Account if the Application is approved and the Business Account established.**

Annual Percentage Rate ("APR") For Purchases: The APR may vary from month to month as provided below and in the Account Agreement. **Variable Rate and Billing Information:** The APR may vary from month to month and will be equal to the Prime Rate (as published on or nearest to the 15th of each month in *The Wall Street Journal*) plus 12%, except as otherwise provided by applicable law, and is effective on the first day of the next Billing Period. The **Monthly Periodic Rate** is equal to one-twelfth (1/12) of the APR in effect from time to time. "**Billing Periods**" include the first through last days of each month, and "**Billing Statements**" are prepared on the first business day of the following month ("**Billing Date**"). Payments are due ("**Payment Due Date**") not less than 20 days after the Billing Date, so you have **at least 20 days to pay the balance for new purchases each month** before a Finance Charge on purchases is assessed. You must pay at least the "**Minimum Payment**" by the Payment Due Date or a "**Late Charge**" equal to the greater of \$32.00 or 1.0% of the Minimum Payment may be assessed, or, if less, the maximum amount permitted under the applicable law. At any time you may pay an amount greater than the Minimum Payment up to the "**New Balance**" which is the total of all amounts owing. We determine the "**Finance Charge**" by applying the Monthly Periodic Rate to the "**Average Daily Balance**" of your Business Account, **EXCLUDING CURRENT PURCHASES**. To determine the Average Daily Balance, we take the beginning balance of your Business Account each day, subtract any payments or credits and any unpaid Finance Charges or other charges, but do not add in any new purchases; this gives us the "daily balance". Then we add all the daily balances in the Billing Period and divide that amount by the number of days in the Billing Period; this gives us the Average Daily Balance. Subject to applicable law, a returned check charge ("**Service Charge**") of \$32.00, or if less, the maximum amount permitted under the applicable law, is assessed for any check submitted as payment that is returned to us for insufficient funds or any other reason. If a Finance Charge is due, the **minimum Finance Charge is \$1.00**. We may add, change or withdraw services offered under this Business Account and change the Account Agreement at any time as provided therein.

State Notices: New York: You may contact the New York State Banking Department to obtain a comparative listing of credit card rates, fees and grace periods. **Ohio:** The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

FOR WHOLESALE'S ("Sponsoring Member") USE ONLY:

This Company's Application is recommended by _____ ("**Sponsoring Member**") under the provisions of the General Operating Rules and Membership Agreement, as amended from time to time, between Financial Management Services, Inc. and its members, including us.

We designate this a Recourse Non-Recourse Shared Recourse Application.

Authorized Signer for Sponsoring Member: _____

Print Signer's Name: _____ Title: _____ Date: _____

PRO-POWER REVOLVING BUSINESS ACCOUNT AGREEMENT

IMPORTANT INFORMATION FOR APPLICANTS AND BUSINESS ACCOUNT HOLDERS:

Please **READ** this Revolving Business Account Agreement (“**Agreement**”) thoroughly before you sign the **PRO-POWER** Revolving Business Account Application Form (“**Application Form**”), and **RETAIN** the Agreement for your records. By signing the Application Form and/or using the account (“**Business Account**”), you are agreeing with us to everything written here. We are not obligated to accept or approve your application; however, if we do approve your application, the Business Account will be governed by this Agreement. We have the right to change this Agreement at any time, and we will notify you 15 days in advance of any changes. We consider that you have accepted the changes if you use the Business Account after the effective date of the change as provided in the notice. If you do not accept the change(s), you may terminate this Agreement by giving us written notice to that effect. **You will still be responsible and liable for payment of all Charges on the Business Account prior to the date you terminate the Agreement.**

1. DEFINITIONS. The words “**you**” and “**your**” mean the company, corporation or other entity (“**Company**”) in whose name the Business Account has been established, and the person who signed the Application Form is the “**Authorizing Official**”. The words “**we**”, “**our**” and “**us**” refer to Financial Management Services, Inc. d/b/a Contractors Credit (“**Issuer**”).

2. ACCEPTING THE AGREEMENT. The Authorizing Official’s signature on the Application Form means that (a) the Company will be liable for all Charges made on the Business Account, (b) the Company is bound by the terms and conditions of this Agreement, (c) he/she is authorized to sign the Application Form and accept this Agreement on the Company’s behalf, and (d) the Company is a valid business in good standing under the laws of the jurisdiction of its organization, or a qualified, religious, educational or other non-profit entity, or a governmental agency or instrumentality. The Business Account may be canceled at the written request of the Company, however, the Company remains liable for payment in full of any outstanding balance at the time of such request. The Business Account may be canceled by us if the Company is unable or unwilling to meet all obligations relating to it or the Business Account.

3. BUSINESS PURPOSES ONLY. You agree not to use the Business Account to purchase goods and/or services for personal, family or household purposes, and you understand that your agreement means that important duties imposed on us and important rights conferred upon a consumer, pursuant to certain federal or state laws, will not and do not apply to the Business Account. You also understand that we cannot determine your compliance with “**Business Purposes Only**” usage of the Business Account, and agree that a breach by you of this section will not and does not affect our right to enforce your promise to pay for the credit extended to you, including related charges, or to use any remedy legally available to us even if that remedy would not have been available had the Business Account been established as a consumer credit account.

4. LIABILITY FOR CHARGES. All amounts charged or assessed to the Business Account are called “**Charges**” and include, without limitation, purchases, finance charges, late payment charges or other charges, and include purchases in which you have evidenced an intent to incur a charge, regardless of whether you have signed a charge form. The Company is liable to us for all Charges on the Business Account. A monthly statement (“**Billing Statement**”) is sent to the Company at its address on file with us, and you agree to notify us immediately in writing of any change in your billing address. The Company is responsible for its employees’ or agents’ use of the Business Account. If we have not paid the Sponsoring Member for purchases made by you on the Business Account, your obligation to pay us is automatically transferred to the Sponsoring Member. In that event you will be obligated to pay the Sponsoring Member all amounts due thereafter under this Agreement for all such purchases.

5. CREDIT LIMIT. We establish a limit (“**Credit Limit**”) for your purchases, and the amount of credit available at any particular time to the Company is the Credit Limit reduced by each purchase at the time we authorize a merchant to accept the purchase, even though we may not post the purchase to your Business Account until later. From time to time solely at our option we may increase or reduce the Credit Limit without notice. The Credit Limit is shown on the Billing Statement. If we honor purchases in excess of your Credit Limit, this Agreement applies to such excess.

6. BILLING PROCEDURE. A Billing Statement showing all Charges, payments and credits for each “**Billing Period**” (which is the first through the last day of each month), is prepared and sent to the Company on the first business day of the ensuing month (“**Billing Date**”), if there has been any Charge, credit or payment activity on the Business Account, or if a Finance Charge or Other Charge has been assessed, during the Billing Period. If one is required, your payment is due and payable on the “**Payment Due Date**” shown on the Billing Statement, and the Payment Due Date will be at least 20 days from the Billing Date. The “**New Balance**” shown on the Billing Statement is the total amount owing to us at the end of a Billing Period. If your payment is less than the New Balance, a Finance Charge (see Section 7) will be assessed. You must pay us at least the “**Minimum Payment**” (see Section 9) shown on your Billing Statement by the Payment Due Date, or a Late Charge (see Section 8) may be assessed. You may also pay us any amount over the Minimum Payment up to and including the New Balance.

7. FINANCE CHARGE. If you do not pay the New Balance by the next Billing Date, a finance charge (“**Finance Charge**”) on purchases will be assessed on each purchase from the first Billing Period after the purchase is posted until it is paid in full. A Finance Charge will not be assessed on any Other Charge (see Section 8) or on any prior Finance Charge. We calculate the Finance Charge by multiplying the Average Daily Balance for purchases by the Monthly Periodic Rate, each described below.

A. Average Daily Balance: We take the beginning balance of your Business Account each day and subtract any payments or credits and any unpaid Finance Charges and Other Charges; we do not add in any new purchases. This gives us the daily balance. Then, we add together all the daily balances for the Billing Period and divide the total by the number of days in the Billing Period. This gives us the “**Average Daily Balance**” for purchases. Payments are applied as described in Section 10. The daily balance will not be reduced below zero (0) as a result of a payment or credit.

B. Calculation of Finance Charge: We multiply the Average Daily Balance for purchases by the “**Monthly Periodic Rate**”, which is equal to one-twelfth (1/12) of the Annual Percentage Rate (“**APR**”) in effect for that month. **If a Finance Charge is due, the minimum amount is \$1.00.** The APR may vary monthly, and is equal to the greater of the Prime Rate (published in the “**Money Rates**” section of *The Wall Street Journal* on or closest to the 15th of the month) plus 12% or 19.25%, except as provided otherwise by applicable law. The APR will increase to the **Default APR** of 24% if we do not receive the minimum payment by the date due twice in a twelve-month period.

8. OTHER CHARGES. We may also assess to your Business Account as Charges any of the following “**Other Charges**”: (a) a “**Late Charge**” equal to the greater of (i) \$35.00 or (ii) 1.0% of the Minimum Payment due, except as otherwise provided by applicable law, if you fail to make a required Minimum Payment by the Payment Due Date

shown on the Billing Statement; and (b) a returned check charge (“Service Charge”) of \$35.00, except as otherwise provided by applicable law, if (i) a check submitted as payment on your Business Account is returned for insufficient funds or any other reason, or (ii) there are insufficient funds in any account which you have authorized us to debit automatically or otherwise for payments on your Business Account.

9. MINIMUM PAYMENT. The Minimum Payment due each month on or before the Payment Due Date is shown on your Billing Statement. (a) If the New Balance is \$50.00 or less, the Minimum Payment is the amount of the New Balance. (b) If the New Balance exceeds \$50.00, the Minimum Payment is the sum of (1) any past-due amounts; plus (2) any amounts in excess of the Credit Limit; plus (3) any Late or Service Charges; plus (4) 10% of the New Balance shown on the Billing Statement; plus (5) any Finance Charges.

10. PAYMENTS. You must pay us in U.S. currency, or with a money order or a draft or check drawn on a bank located in the United States and payable in United States Dollars. We may accept late payments, partial payments, or any checks or money orders marked as being payment in full or as being a settlement of any dispute without losing any of our rights under this Agreement or under the law. If we accept such payments, we are not bound by notations and directions made by you and acceptance of payments does not mean we agree to change this Agreement in any way. **All payments that are received by us from you or on your behalf are applied in the following order: (1) Other Charges, if any; (2) past-due amounts, if any; (3) balances in excess of the Credit Limit, if any; (4) current Finance Charges, if any; and (5) principal (purchases) balance.**

11. ACCOUNT STATUS. A Business Account is deemed to be: (a) “late” if the Minimum Payment is not received by the Payment Due Date; (b) “delinquent” if the Minimum Payment is not received before the next Billing Date in which event no further purchases will be authorized until all required Minimum Payments have been paid; and (c) in “default” if any required Minimum Payment remains unpaid 60 days after its original Payment Due Date in which event the Business Account will be terminated and all amounts owing are immediately due and payable on demand.

12. ATTORNEYS’ FEES. As allowed by applicable law, you agree to pay all costs and expenses including court costs and attorneys’ fees (or such smaller amount as provided by applicable state law or if a court considers a smaller amount appropriate) if we must refer the Business Account to any attorney who is not our employee.

13. USE OF ACCOUNT. The Company is responsible and liable for payment of all Charges by any person made under its Business Account to the extent allowed by applicable law. You agree that you will not resell or return for a cash refund any goods obtained through the Business Account. You may return an item to the firm from which the item was purchased for credit to your Business Account, if that firm permits such returns. We reserve the right, at any time, to deny authorization for any requested Charge. If your Business Account has a credit balance, it will be applied to your next purchase(s) from the merchant.

14. PROBLEMS WITH BILLING STATEMENTS OR GOODS AND SERVICES. If you have any question, problem or dispute concerning the monthly Billing Statement we send you, you should contact us in writing no later than 60 days after the date of the first Billing Statement on which the error or problem appeared. We will take all reasonable and appropriate steps to provide the information you request or which can be used to resolve your dispute. You do not have to pay any amount in question while we are investigating, but you are obligated to pay the portion of your Billing Statement that is not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount which you question.

If you have a problem with the quality of goods or services you purchased with the Business Account, and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on those goods or services in question. You have this protection only when the purchase price exceeds \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. The portion of your Billing Statement representing the purchase price of goods or services not in dispute or question must be paid.

15. RENEWAL OF BUSINESS ACCOUNT. The Business Account will be valid for a period of not less than one (1) year. By signing the Application Form, you are requesting us to renew the Business Account before the current expiration date. We may renew the Business Account until you tell us to stop or unless we terminate your right to usage pursuant to Section 16.

16. ACCOUNT REMAINS OUR PROPERTY. The Business Account remains our property and we can revoke your right to use it at any time, with or without cause and without giving you notice of any kind. We may list revoked Business Accounts or otherwise inform merchants honoring the Business Account that the Business Account issued to you has been revoked or canceled. If we revoke the Business Account or it expires, you may not use the Business Account after its expiration, after it has been revoked or after this Agreement has been terminated. **You are and will be responsible and liable for payment of all Charges made prior to our terminating the Agreement.**

17. GOVERNING LAW AND FINANCING BY ISSUER. The provisions of this Agreement and the Business Account shall be governed by the Laws of the State of Illinois, except to the extent that the Law of the United States or the law of another state is applicable. We reserve the right from time to time, without notice to you, to finance with one or more financial institutions the amounts due us on Business Accounts. In connection therewith, this Agreement, your Business Account and each request for credit may be submitted to our lender without notice to you. Indebtedness approved by our lender and thereafter incurred by you and owing to us will be assigned to our lender, and all of our rights under this Agreement will apply to our lender and any other holder of this Agreement or assignee of the indebtedness. You also agree that the lender is a third-party beneficiary to this Agreement and is entitled to enforce it directly against you but is not subject to any defenses existing against us.

18. INVESTIGATIONS. As provided for in the Application Form, you authorize us to investigate the Company, and certain principal(s) individually have authorized us to investigate such individual(s) in connection with the Business Account, by obtaining commercial reports and making other inquiries as we deem appropriate. You also agree that we may report the Company’s, and in connection therewith such individual principal(s)’, performance under this Agreement to credit bureaus and others who may lawfully receive such information. Our lender(s) may require payment to be made to a different address and may conduct normal credit portfolio management activities customary in the finance industry, and you agree to cooperate with any such activities undertaken by our lender(s).

19. MISCELLANEOUS PROVISIONS. If any provision of this Agreement is invalid or unenforceable under applicable law, that provision shall be considered totally ineffective to that extent, but the remaining provisions of this Agreement shall not be affected. We may agree to extend the due date of any payment due under this Agreement for any length of time without notifying you and without releasing you from your obligation to pay all amounts owing under this Agreement and the Business Account, in full, or to otherwise perform the terms and conditions of the Agreement. Your obligation to pay all amounts owing under this Agreement and to otherwise perform the terms and conditions hereunder is absolute and not conditioned on anything. We can delay enforcing any of our rights under the Agreement or under applicable law, without losing any of those rights or any other rights. Even if we do not enforce our rights or remedies at any one time, we may enforce them at a later time. You waive the right of “presentment” and “notice of dishonor”. **“Presentment”** means the right to require us to demand payments of amounts due under this Agreement. **“Notice of Dishonor”** means the right to require us to give notice to other persons that amounts due under this Agreement have not been paid. You also waive demand for payment, protest, notice of protest, and all other notices and demands, to the fullest extent permitted by applicable law.

Our address and toll-free telephone number are 1001 Warrenville Road, Suite 210, Lisle, IL 60532; 1-888-PRO-POWER (1-888-776-7693).

This is the entire Agreement between you and us; no oral changes can be made. FMSI-13A (Rev.05/01/2008)

PRO-POWER REVOLVING BUSINESS ACCOUNT RULES and REGULATIONS ("RULES") of PRO-POINTS REWARDS PROGRAM

IMPORTANT: The following provisions are effective January 1, 2003, govern the Pro-Points Rewards Program ("**Program**") and supercede all prior versions of the Rules. It is your responsibility to understand and comply with the Rules. For further information, contact Financial Management Services, Inc. d/b/a Contractors Credit ("**Issuer**"), 1001 Warrenville Road, Suite 210, Lisle, IL 60532; toll-free 1-888-PRO-POWER (776-7693) or visit the website contractorscredit.com.

GENERAL CONDITIONS

1. Benefits are offered at Issuer's discretion. Issuer has the right to (a) terminate the Program with written notice; (b) at any time change the Rules, benefits, conditions of participation or award levels, in whole or in part, with or without notice, which may affect accumulated bonus points ("**Points**") or Award Redemption Certificates ("**Certificates**") already issued; (c) withdraw, limit, modify or cancel any award; (d) modify or regulate transferability; or (e) increase the number of Points or Certificates required for any award. If Issuer or any agent improperly denies an Eligible Official an accrual or benefit, liability is limited solely to the equivalent of that accrual or benefit. Participation in the Program is subject to any terms and conditions, rules, regulations, policies and procedures that Issuer may adopt from time to time. Failure to follow the Rules, any fraud or abuse of privileges, any conduct detrimental to Issuer's interest, or any misrepresentation of any information furnished to Issuer or its affiliates by anyone in the Program or acting on your behalf, is subject to legal and/or administrative action and may result in cancellation of accrued Points, Certificates, awards or benefits.

2. Issuer may periodically send Eligible Officials written summaries of the Points in his/her account, but Issuer has no liability for failure to do so. Issuer and all companies affiliated with the Program are not responsible for correspondence lost, misdirected or delayed in the mail.

3. No Points, benefits, Certificates, products or awards accrued or granted under the Program may be transferred or assigned except as Issuer expressly permits in writing. Sale or barter of any Points, Certificates, awards, products or benefits is expressly prohibited, and any Points, Certificates, awards, products or benefits transferred, assigned or sold in violation hereof, may be confiscated or cancelled.

4. Only the Authorizing Official of a Pro-Power Revolving Business Account ("**Business Account**") in good standing may participate ("**Eligible Official**") in the Program. Accrued Points and Certificates remain Issuer's property. Neither accrued Points nor Certificates nor awards are transferable upon death, as part of a domestic relations matter, or otherwise by operation of law.

5. A Business Account is considered "active" under the Program if Points have been accrued within the most recent calendar quarter. Business Accounts which have been inactive for 12 consecutive months may be closed by Issuer and the Eligible Official removed from the Program, which includes forfeiture of any accrued Points and cancellation of previously issued Certificates. Issuer is not responsible for any sponsoring wholesaler's withdrawal from the Program, Points forfeited or Certificates cancelled due to such a withdrawal, or discontinued service, award and/or cancellations for any other reason.

HOW BONUS POINTS ARE EARNED

6. Points are accrued for the full purchase price of merchandise purchased and received at participating wholesalers and charged to the Business Account, and for which payment of the purchase price ("**principal**") has been made to and received by Issuer. One (1) Point is accrued for each one (1) dollar of payment of principal. On a monthly basis the Eligible Official's Bonus Points account is credited with accrued Points based on principal payments made during the month. Points previously accrued will be deducted if an item is returned for credit. Payment for finance charges and late or other charges are not eligible for accrual of Points. Issuer reserves the right to establish additional means of accruing Points, delete any or all means currently recognized, or exclude specific types of transactions or purchases from accumulation of Points.

7. When an Eligible Official contends that Points have been earned but not credited, or in cases where Issuer deems verification is required, Issuer reserves the right to require proof of purchase and payment from the Eligible Official, including but not limited to, copies of tickets, receipts, invoices, cancelled checks, or similar documentation verifying any transaction claimed to have been performed. Claims must be made within two (2) months of the date of the transaction.

8. Subject to the provisions of Sections 5, 6 and 10, Points in an Eligible Official's Pro-Points account must be redeemed (see Section 9) within three (3) years from the end of the month in which such Points were accrued, at which time such Points expire. Expired Points will not be re-activated.

REDEMPTION OF PRO-POINTS

9. Pro-Points may be redeemed for awards from the on-line catalog at contractorscredit.com. At the time of redemption, Members will be asked to identify themselves by presenting their username and password for online redemption. A minimum of 25,000 accumulated Pro-Points is required for redemption eligibility. Pro-Points will be subtracted from a member's account once the award is requested. Issuer reserves the right to refuse a refund or exchange of Pro-Points to a Member if merchandise is returned, lost, stolen or destroyed. Issuer assumes no responsibility for any loss, damage, defect, injury, death or expense relating to any award. Points cannot be exchanged for cash. Participants may not make up the difference needed for awards with cash.

DELINQUENCY AND DEFAULT

10. If the Business Account is or becomes delinquent according to the terms and conditions of the Account Agreement governing the Business Account, no Points can be accrued until the delinquency has been remedied in Issuer's sole discretion. If the Business Account is or becomes in default according to the terms and conditions of the Account Agreement, all accumulated Points are automatically forfeited and cancelled, and all issued Certificates are automatically cancelled and revoked, all without notice, which the Eligible Official expressly waives. If the Business Account is terminated for any reason, any accrued Points will be automatically forfeited and any issued Certificates will be cancelled, all without notice, on such termination date.

TERMINATION, CHANGES AND BREACH

11. Issuer reserves the right, at its sole discretion, to suspend or terminate the Pro-Points Rewards Program, to modify or limit the use of redemption of any awards in any respect, to modify or change redemption procedures, including the number of Pro-Points required for particular awards, to modify or limit the collection of Pro-Points, including but not limited to imposing time limits and changes in point values, and to alter, limit, modify or add to the Pro-Points Rewards Program rules, regulations, terms and conditions. Issuer may make changes to any aspect of the Program, all without notice even though changes may affect the value of Pro-Points already accumulated without prior notice at any time and from time to time.

LIMITATION OF LIABILITY

12. Issuer has no responsibility or liability for any expense, loss, cost, injury, damage, delay, travel cancellation, accident or any other matter or thing whatsoever (collectively, "**Costs**") however suffered or caused (including compensatory, incidental, indirect, special, punitive, consequential or exemplary damages or damages for loss of income or profits), directly or indirectly arising out of or related to (i) the Program or your participation in the Program; (ii) any failure, delay or decision by Issuer in administering the Program or amending these Terms and Conditions or the basis on which you can redeem Pro-Points; (iii) use of Pro-Points by an unauthorized representative of your company; (iv) any offer, representation, statement or claim about the Program, or Supplier or their products or services, made by a Supplier or any other person; or (v) the purchase, redemption for or use of any goods or services or Suppliers, including any Awards, whether made available by us, any of our affiliates, Suppliers or otherwise.



8605 Spring Lake Dr - Mokena, IL 60448
 Phone: (708) 444-1600 - Fax: (708) 444-1616
www.mcoopersupply.com

DIRECT FINANCING
 (In-House Accounts)

REVOLVING BUSINESS ACCOUNT AGREEMENT

Company Legal Name: _____ (“Company”)

Date: _____

This Agreement is made as of the date written above and is by and between Company and M. Cooper Supply, an Illinois corporation located at 8605 Spring Lake Drive, Mokena, Illinois 60448 (“M. Cooper”).

RECITALS

1. Under certain circumstances in relation to Company’s purchase of goods or services from M. Cooper, M. Cooper may wish to extend credit to Company directly through an account with M. Cooper (“Business Account”).
2. Company is desirous of obtaining such financing from M. Cooper in accordance with the terms and conditions contained herein when, in M. Cooper’s sole discretion, such financing is appropriate.
3. Guarantor (as defined herein) is a principal of Company and in order to induce M. Cooper to extend said credit desires to personally guarantee the repayment of any such credit extended to Company by M. Cooper pursuant to this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereto agree as follows:

1. Application. Company hereby authorizes M. Cooper to utilize all information contained in any application submitted by Company for the purpose of evaluating the creditworthiness of Company. Company certifies that all such information is true and correct and Company acknowledges that M. Cooper is relying on such information in determining whether to extend credit to Company pursuant to this Agreement. Company permits M. Cooper to make use of such information for the purpose of evaluating the credit-worthiness of Company and for any other purpose M. Cooper finds appropriate.
2. No Obligation to Extend Credit; Agreement Governs. M. Cooper is not obligated to extend credit to Company and may refuse to do so in its sole and absolute discretion. Should M. Cooper decide to extend credit to Company, all credit extended to Company by M. Cooper shall be governed by this Agreement.
3. Company Representations. Company represents and warrants **(a)** that it is liable for all charges on the Business Account; **(b)** that it is bound by the terms and conditions of this Agreement and that by entering into this Agreement, Company is not rendered in default of any other agreement; **(c)** that the person or persons signing this Agreement are authorized agents of Company who have the authority to accept this Agreement on the Company’s behalf and to bind Company to perform and observe all of the obligations and covenants imposed on Company herein; **(d)** that Company is a valid business in good standing under the laws of the state of its organization; and **(e)** that Company will provide additional information to M. Cooper for M. Cooper’s evaluation of Company’s creditworthiness, including financial statements and business tax returns concerning the Company, as reasonably requested by M. Cooper, now and from time to time hereafter.

Our Mission Statement

The employees of M. Cooper Supply are committed to the success of our valued customers by providing the most optimum levels of customer service and product quality while maintaining the highest ethical, honest and moral business practices.



8605 Spring Lake Dr - Mokena, IL 60448
Phone: (708) 444-1600 - Fax: (708) 444-1616
www.mcoopersupply.com

4. **Liability for Charges.** All amounts charged or assessed to the Business Account shall be called “**Charges**” and shall include, without limitation, sums representing purchases, finance charges, late payment charges and all other charges and fees discussed herein, including purchases in which Company has evidenced an intent to incur a charge, regardless of whether it has completed a charge form or other written documentation evidencing such intent. Company is liable for all Charges and Company is solely responsible for all Charges incurred on the Business Account by its employees or agents. A monthly statement (“**Billing Statement**”) shall be sent to the Company. Company shall immediately notify M. Cooper in writing of any change in its billing address.
5. **Credit Limit.** M. Cooper shall establish a credit limit (“Credit Limit”), the amount of which shall be in M. Cooper’s sole and absolute discretion, for Company’s purchases through the Business Account. The amount of credit available to Company at any particular time shall be the amount of the Credit Limit reduced by all outstanding Charges, even though M. Cooper may not have posted all outstanding Charges to Company’s Business Account at that particular time. From time to time and solely at M. Cooper’s discretion M. Cooper may increase or reduce the Credit Limit without notice. Should M. Cooper honor purchases in excess of the Credit Limit, all of the terms and conditions contained herein shall apply to all such excess sums.
6. **Payment.** The amounts of credit extended shall be reflected on the Billing Statements shall be due and payable on the “**Payment Due Date**” shown on the Billing Statement. If Company does not pay the full amount of any New Balance by its corresponding Payment Due Date, a Finance Charge (see Section 7) will be assessed..
7. **Finance Charge.** If Company does not pay the New Balance for any Billing Period by the Billing Date for any such period, a finance charge (“**Finance Charge**”) will be assessed on the outstanding balance until paid in full. A Finance Charge will not be assessed on any prior Finance Charge. The Finance Charge shall be calculated by multiplying the Average Daily Balance for purchases by the Monthly Periodic Rate, each described below.
- a. **Average Daily Balance.** The beginning balance of Company’s Business Account for a certain day subtracted by any payments, credits and unpaid Finance Charges yields the daily balance for that particular day. The “**Average Daily Balance**” is calculated by dividing the sum of all daily balances for each day in the subject Billing Period by the number of days in the Billing Period. Payments shall be applied as described in Section 11. The daily balance shall not be reduced below zero (0) as a result of a payment or credit.
 - b. **Calculation of Finance Charge.** The “**Monthly Periodic Rate**” shall be one and one half percent (1 1/2%).
8. **Payments.** All payments must be made in U.S. currency, or with a money order or a draft or check drawn on a bank located in the United States and payable in United States Dollars. M. Cooper may accept late payments, partial payments, or any checks or money orders marked as being payment in full or as being a settlement of any dispute without losing any rights to full payment under this Agreement or under the law. If M. Cooper accepts any such payments, it is not bound by notations and directions made on such payments and acceptance of payments shall not alter this Agreement in any way. **All payments received by M. Cooper from Company or from another payor on behalf of Company shall be applied to outstanding amounts owed in the following order: (1) past-due amounts, if any; (2) balances in excess of the Credit Limit, if any; (3) current Finance Charges, if any; and then (4) the principal balance.**
9. **Account Status.** A Business Account shall be deemed to be: (a) “**late**” if the required payment is not received by the Payment Due Date; (b) “**delinquent**” if the required payment is not received before the next Billing Date, in which event no further purchases will be authorized until all required payments have been paid; and (c) in “**default**” if any required payment remains unpaid 60 days after its original Payment Due Date, in which event the Business Account will be terminated and all amounts owing shall be immediately due and payable on demand.

Our Mission Statement

The employees of M. Cooper Supply are committed to the success of our valued customers by providing the most optimum levels of customer service and product quality while maintaining the highest ethical, honest and moral business practices.



8605 Spring Lake Dr - Mokena, IL 60448
Phone: (708) 444-1600 - Fax: (708) 444-1616
www.mcoopersupply.com

10. Attorney's Fees. If any suit or action is instituted by M. Cooper or attorneys are employed by M. Cooper or its assignee to collect any amounts owed to M. Cooper or its assignee pursuant to this Agreement, whether or not any lawsuit is filed with respect thereto, Company shall pay to M. Cooper or its assignee all costs and expenses of every kind and nature of collection, enforcement, including reasonable attorneys' fees and court costs.
11. Waiver of Jury Trial. **COMPANY WAIVES AND WILL WAIVE ALL RIGHTS IT HAS OR WILL HAVE TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING INSTITUTED WITH RESPECT TO THIS AGREEMENT.**
12. Use of Account. The Company is responsible and liable for payment of all Charges by any person made under its Business Account to the extent allowed by applicable law. M. Cooper reserves the right, at any time, to deny authorization for any requested Charge for any reason. If Company's Business Account has a credit balance, it will be applied to its next purchase(s) from M. Cooper.
13. Renewal of Business Account; Termination. M. Cooper may terminate the Business Account at any time, with or without cause and without prior notice. **Company shall remain liable for payment of all Charges made prior to termination of the Business Account or this Agreement for any reason.**
14. Governing Law. **The provisions of this Agreement shall be governed by the Laws of the State of Illinois.**
15. Investigations. M. Cooper may investigate the Company and its principal(s), individually, in connection with the Business Account, by obtaining commercial reports and making other inquiries as M. Cooper deems appropriate. M. Cooper may report Company's performance under this Agreement to credit bureaus and others who may lawfully receive such information.
16. Severability. If any provision of this Agreement is invalid or unenforceable under applicable law, that provision shall be considered ineffective to the extent it is invalid or unenforceable, but the remaining provisions of this Agreement shall remain in full force and effect.
17. Amendment. M. Cooper may alter, modify or amend this Agreement at any time, subject to M. Cooper providing Company with thirty (30) days prior written notice in advance of any such alterations, modifications or amendments. Company shall have accepted any such alterations, modifications or amendments if Company accepts any further credit from M. Cooper after the effective date of the change(s) provided in the relevant notice of such alteration, modification or amendment. Should Company not wish to accept any such alterations, modifications or amendments, it may terminate this Agreement by providing M. Cooper written notice to that effect prior to the date upon which the corresponding alterations, modifications or amendments are to take effect. **Company shall remain liable for payment of all Charges on the Business Account (as defined herein) prior to any termination of this Agreement pursuant to this section.** Company may not modify, amend or alter this agreement without the express written consent of M. Cooper.
18. Waiver. The waiver or failure on the part of M. Cooper to acknowledge any breach of any provision of this Agreement by Company shall not operate or be construed as a waiver of any subsequent breach by Company. Any such breach shall not affect M. Cooper's right to any and all amounts due to M. Cooper pursuant to this Agreement. M. Cooper may extend the due date of any payment due under this Agreement for any length of time without notifying Company of such extension. Company hereby waives the right of "presentment" and "notice of dishonor". **"Presentment"** means the right to require M. Cooper to demand payments of amounts due under this Agreement. **"Notice of Dishonor"** means the right to require M. Cooper to give notice to other persons that amounts due under this Agreement have not been paid. Company also waives demand for payment, protest, notice or protest, and all other notices and demands, to the fullest extent permitted by applicable law.
19. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them respecting the subject matter of this Agreement. Any amendment to this Agreement must be in writing and signed by both parties.

Our Mission Statement

The employees of M. Cooper Supply are committed to the success of our valued customers by providing the most optimum levels of customer service and product quality while maintaining the highest ethical, honest and moral business practices.



8605 Spring Lake Dr - Mokena, IL 60448
 Phone: (708) 444-1600 - Fax: (708) 444-1616
www.mcoopersupply.com

20. Titles and Captions. All section titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor effect the interpretation of this Agreement.

APPLICANT SIGNATURE:

By his or her signature below, the undersigned agent of Company hereby certifies that: (a) he or she is authorized by the Company to sign and deliver this Agreement; (b) he or she is authorized by the Company to bind the Company to the terms and conditions stated herein; and (c) all information contained in any application and this Agreement is true and correct. Company acknowledges that credit on the Business Account, if approved, will be extended to Company by M. Cooper. Company authorizes M. Cooper to utilize credit reporting agencies and other sources M. Cooper deems appropriate, in its sole discretion, in evaluating Company's creditworthiness in connection with M. Cooper's initial evaluation of Company's creditworthiness and any subsequent reevaluation of such creditworthiness, which M. Cooper may conduct at any time during the course of this Agreement.

COMPANY:

Signature _____
 Print Name _____
 Title _____

Our Mission Statement

The employees of M. Cooper Supply are committed to the success of our valued customers by providing the most optimum levels of customer service and product quality while maintaining the highest ethical, honest and moral business practices.



8605 Spring Lake Dr - Mokena, IL 60448
 Phone: (708) 444-1600 - Fax: (708) 444-1616
www.mcoopersupply.com

PERSONAL GUARANTY

GUARANTOR NAME(S): _____

 (“Guarantor” or “Guarantors”)

In consideration of M. Cooper extending credit to Company, the undersigned guarantor hereby agrees to unconditionally, absolutely and irrevocably personally guarantee payment of all amounts due under this Agreement, and the performance of Company of the terms of this Agreement. Guarantor shall pay any and all costs incurred by M. Cooper in the enforcement of the Agreement or this guaranty. Guarantor further agrees to pay the total balance due on the Business Account upon demand, without requiring M. Cooper or its assignees to proceed first to enforce payment against Company, in the event of default under this Agreement. Guarantor hereby waives any notices regarding the Agreement or this guaranty, and agrees that this guaranty shall be applicable until the Agreement has terminated and all amounts due thereunder have been paid in full. Guarantor agrees that in the event Company and Guarantor fail to pay any amounts due to M. Cooper pursuant to this Agreement, M. Cooper may report Guarantor’s liability for and the status of the Business Account to credit bureaus and other persons or organizations that may lawfully receive such information. Any reference to Guarantor in the singular form herein shall also refer to the plural and any reference to Guarantor in the plural form herein shall also refer to the singular, as applicable. If there is more than one Guarantor, then the obligations hereunder shall be the joint and several obligations of each of the Guarantors. **GUARANTOR WAIVES AND WILL WAIVE ALL RIGHTS IT HAS OR WILL HAVE TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING INSTITUTED WITH RESPECT TO THIS AGREEMENT OR THIS GUARANTY.**

Guarantor(s):

By: _____
 Print Name: _____

By: _____
 Print Name: _____

By: _____
 Print Name: _____

By: _____
 Print Name: _____

Our Mission Statement

The employees of M. Cooper Supply are committed to the success of our valued customers by providing the most optimum levels of customer service and product quality while maintaining the highest ethical, honest and moral business practices.