

HI-TECH IRRIGATION, INC.

Charge Account Application
 APPLICANT-Please read the following before completing this form:
 (1)Applicant represents that the information given in this Application is complete and accurate and authorizes us to check with credit reporting agencies, credit references, and other sources we deem appropriate in investigating the information given.(2)This Application must be signed by a representative of the company authorized to enter into contractual agreements.(3)Corporations in business less than 2 years, and all partnerships and proprietorships, must complete the personal Guaranty section by owner, general partner, or authorized officer of the company.(4)PLEASE READ AND SIGN BELOW BEFORE SUBMITTING THIS APPLICATION.

Company Name (Full Legal Name) Hidalgo County Buildings 26000-15 Parent Company (If Applicable) ---
 Doing Business As (DBA) --- Address ---

Billing Address (If P.O. Box, please include physical address) P.O. Box 1356 City, State, Zip 3100 S. Bus 581 Phone 956-289-7850
Edinburg TX 78539 Billing Contact ALMA SS# ---

TRADE REFERENCES (At least one reference must equal credit requested)

Name Sperwin Williams Address, City, State Edinburg Phone 383-3101
 Name Matt's Psh + Carry Address, City, State Pharr Phone 787-5561
 Name Border States Address, City, State 1924 W. Trenton Edinburg Phone 618-2874
 Name Rio Grande Plumbing Address, City, State 1010 E. Pecan Walker Phone 686-9557

BANK REFERENCE

Name NA Address --- Acct. # --- Phone ---

IF BUSINESS IS A PROPRIETORSHIP OR PARTNERSHIP THE FOLLOWING MUST BE COMPLETED BY AN OWNER OR GENERAL PARTNER

First Name --- Middle Initial --- Last Name --- SS# --- DRIVER'S LICENSE# ---

Home Address NA Phone ---
 City --- State --- Zip Code ---

NOTICE TO THE BUYER:(1)DO NOT SIGN THIS CHARGE ACCOUNT APPLICATION BEFORE YOU HAVE BEEN GIVEN A COPY OF THE CHARGE ACCOUNT AGREEMENT ("AGREEMENT") THAT RELATES TO THIS APPLICATION, BEFORE YOU HAVE READ IT, OR IF IT CONTAINS ANY BLANK SPACE. A COPY OF THE AGREEMENT IS ATTACHED TO THIS APPLICATION. (2) YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THE AGREEMENT. (3) KEEP THE AGREEMENT TO PROTECT YOUR LEGAL RIGHTS. (4) ANY PERSON SIGNING THIS APPLICATION REPRESENTS (1) THAT THE BUYER IS A VALID BUSINESS ENTITY IN GOOD STANDING UNDER THE LAWS OF THE JURISDICTION OF ITS ORGANIZATION, OR A QUALIFIED RELIGIOUS, EDUCATIONAL, OR OTHER NON-PROFIT ENTITY, OR A GOVERNMENT AGENCY OR INSTRUMENTALITY; THAT THE BUYER HAS AUTHORIZED (A) THE EXECUTION OF THIS APPLICATION, AND (B) THE PERSON SIGNING THIS APPLICATION TO EXECUTE THIS APPLICATION ON ITS BEHALF. YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF HI-TECH IRRIGATION, INC. CHARGE ACCOUNT AGREEMENT THAT RELATES TO THIS APPLICATION, WHICH IS HEREBY INCORPORATED BY REFERENCE AND MADE A PART OF THIS APPLICATION. THE PERSON SIGNING BELOW CERTIFIES THAT ALL INFORMATION PROVIDED IS TRUE AND CORRECT AND AGREES THAT THERE IS NO BINDING CONTRACT UNTIL YOUR CREDIT IS APPROVED AND ACCEPTED AT ITS OFFICES AT H.T.I. IN SAN JUAN, TX. YOU AGREE THAT, IN THE EVENT CREDIT IS EXTENDED TO YOU PURSUANT TO A CHARGE ACCOUNT, ALL DELINQUENT BALANCES UNDER SUCH ACCOUNT SHALL EARN INTEREST AT THE HIGHEST RATE ALLOWED BY LAW.

Signature of Buyer's Authorized Representative

Name (Printed)

HI-TECH IRRIGATION INC.
CHARGE ACCOUNT AGREEMENT

1. **General:** This Agreement ("Agreement") governs the use of your Hi-Tech Irrigation, Inc. Charge Account (your "Account") which shall be used for the purchase of merchandise and/or services from Hi-Tech Irrigation, Inc. (collectively referred to herein as "Seller"). In this Agreement, which incorporates by reference the application ("Application"), and in your billing statement ("Statement") "we", "us", and "our" refer to Hi-Tech Irrigation, Inc. holders of this Agreement on your Account. The words "you" and "your" refer to the business of other organization described on the Application, each person who signs the Application for this Account on behalf of such business, and each other person authorized by any of the foregoing persons to use this Account.
2. **Notice of Approval:** This Agreement shall not be binding or enforceable upon us until we have approved your Application and opened an Account for you. Your Application will be considered approved when we give notice of approval to you. This notice will describe the type of Account we have agreed to open for you.
3. **Assignment:** We have the right to assign all or part of your account to a third party without prior notice to you. All of our rights under this Agreement and any related guaranty will apply to any other holder of this Agreement or assignee of the Account. You may not assign any of your rights or obligations under this Agreement or the Account without our prior written permission. We do not have to give you our written permission to make an assignment.
4. **Account for Business Purposes Only:** This Account will be opened in the name of the business identified for that purpose in the Application for this Account. This Account is established only for the purpose of purchasing goods and/or services to be used for business, commercial or organizational purposes on behalf of the business. You agree that a breach by you of the provisions of this Section 4 will not affect our right to enforce your promise to pay for all amounts owed under this Agreement. Any person signing the Application attests that the buyer is a valid business entity in good standing under the laws of the jurisdiction of its organization, or a qualified religious, educational or other non-profit entity, or a government agency or instrumentally and that the buyer has authorized (1) the execution of the Application and (2) the person signing the Application has the authority to execute the Application on its behalf.
5. **Promise to Pay:** You may buy from the Seller goods and/or services described in the sales invoice(s) for the cash price(s) shown on such Invoice(s). By signing this Agreement, you have requested that we establish this Account for your business use and that we permit you to finance your purchase from the Seller on credit under the terms of this Agreement. You agree that your promise to pay as contained in this section, will apply to all purchases made by any of your employees, agents or representatives, regardless of whether or not the purchase

was later determined not to be authorized by and for the benefit of that business. Until we give you written notice of a change in terms, all purchases of good and/or services charged to this Account made from the 1st day of the preceding calendar month through the 31st day of the preceding calendar month will be shown on a billing statement for that period and payment for all such purchases is due in full by the Tenth day of the next calendar month.

6. **Default/Late Payment Charge:** In the event we do not receive your payment of the full account balance (the "New Balance") by the due date shown on your monthly billing statement, you will be in default. You agree that your default in paying the amount owing on your Account will damage us, insofar as we will incur expenses (a) associated with having to monitor and collect your Account and (b) for bank or similar credit we will have to obtain because you have not paid for your purchases in a timely fashion. We may assess a late charge on the portion of the amount remaining unpaid, at a rate permitted by applicable law. the late charge will be at a rate of 1.5% per month. (18% per annum), or the highest rate allowed by law. The late charge will be figured by applying the above-stated percentage to the adjusted balance in the Account, which we get by taking the balance you owed at the end of the previous billing period after subtracting any unpaid late charge and any payments received and credit issued during the present billing cycle. This amount will be added to your Account balance at the end of the monthly billing period while your default continues.
7. **Security Interest:** To secure your obligation to us, we retain and you hereby Guarantee a security interest under the Uniform Commercial Code in each item of merchandise and any other equipment you may own you purchase, until your account is paid in full and closed. This security interest permits us, under certain circumstances provided for by law, to take back, or repossess, the merchandise if you do not pay for it under the terms of this Agreement.
8. **Payment:** Payments are due at this address, and by the billing date, in each case as shown on your billing statement. If payments are not made at such address, are not denominated in U.S. dollars, or are not accompanied by remittance instructions, application of payments to your Account may be delayed by up to 5 business days.
9. **Terms and Conditions of Sale:** You agree that any purchase of goods and/or services charged to your Account under this Agreement will be solely governed and controlled by the terms and conditions found in the Seller's invoices, order forms and this Agreement, and any other terms set out in your purchase order or any other or different form shall not apply, even though such purchase order or other or different form may be submitted to or accepted by us in connection with a purchase.

10. **Billing and Credit Authorization:** You agree to accept our descriptive billing Accounting system for all purchases on the Account. Purchase order numbers will be provided and accepted for billing purposes; however, our invoice number will be the reference number used for billing purposes to identify purchases and transactions of goods and/or services. Some purchases will require our prior authorization and you may be asked to provide identification. If our authorization system is not working properly, we may not be able to authorize a transaction, even if you have sufficient available credit. We will not be liable to you if any of these events happens.
11. **Credit Investigation:** You authorize us to investigate your business by obtaining Credit reports and making other inquiries as we deem appropriate. Any person signing the Application authorizes us to investigate his/her personal credit history by obtaining consumer credit reports and by making direct inquiries of business where his/her accounts are maintained. You also agree that we may report your performance under this Agreement to credit bureaus and others who may lawfully receive such information. Any person signing the Application as Personal Guarantor agrees that in the event that this Account is not paid as agreed, we may report his/her liability for and the status of this Account to credit bureaus and others who may lawfully receive such information. Personal credit of the Personal Guarantor will be used in making a credit decision and a consumer report on this Personal Guarantor may be obtained. Direct inquiries of employers and business where the Personal Guarantor maintains accounts may also be made.
12. **Limiting or Terminating Use of the Account:** We may advise you of the credit limit on this Account, which we may raise, lower or cancel at any time, and you promise not to allow the outstanding balance to exceed this credit limit. We have the right at any time to limit or terminate the use of your Account, or to terminate this Agreement as it relates to future purchases, without giving you notice in advance. You may terminate this Agreement at any time, upon advance written notice to us. If you or we limit or terminate this Agreement, you agree to pay the outstanding balance of the Account according to the applicable terms of this Agreement. The Account privileges of any individual authorized to use the Account may be revoked by you, after we receive your written notice to us.
13. **Changes to this Agreement:** We may change any terms of this Agreement at any time, by furnishing you notice of the change to the extent required by applicable law. Unless prohibited by applicable law, any new or changed terms, may at our option be applied to any balance existing in the Account at the time of the change, as well as to any subsequent transactions. No change to any term of the Agreement will affect your obligation or the obligation of any guarantor of this Agreement to pay all amounts owing under this Agreement in full, or to otherwise perform the terms and conditions of this Agreement or any related Guaranty.

14. **Change of Address and Governing Law:** You agree to notify us promptly if you Move. Until we receive notice of your new address, we will continue to send monthly billing statements and other notices to the address you gave on the Application for this Account. The agreement shall be governed and enforced pursuant to the laws of the state of Texas. 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.
15. **Our Rights:** Subject to the requirements or limitations of applicable law, we may do any of the following without notice or an opportunity to cure, (a) declare the entire indebtedness due and payable on your Account if you fail to make any required payments when due on your Account; or (b) if your Account is sent for collection to an attorney who is not our salaried employee, charge reasonable attorneys' fees on the amount owing on your Account, plus allowable court costs.
16. **Irregular Payment/No Waiver By Us:** 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, nor will it act as an extension of time or a waiver of any payment or amount then remaining unpaid. It will also not modify any of our rights under this Agreement.
17. **Additional Rights of Ours:** We may agree to extend the due date of any payment Under this Agreement for any length of time, release any security interest we have in connection with this Agreement, or release any other person or entity liable under this Agreement without notifying you or any Personal Guarantor of this Agreement and without releasing you or any Personal Guarantor of this Agreement from your obligation or the obligation of the Personal Guarantor to pay all amounts owing under this Agreement in full, or to otherwise perform the terms and conditions of this Agreement.
18. **Delay in Enforcement:** We can delay enforcing any of our rights under this 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.
19. **Certain Waivers:** You and any Personal Guarantor of this Agreement each Waives the right of "presentment" and "notice of dishonor". "Presentment means the right to require us to demand payment 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, notice of intent to accelerate, and notice of acceleration and all other notices and demands.

20. Telephone Monitoring: We treat every customer call confidentially. To ensure that you receive accurate and courteous customer service, on occasion your call may be monitored by a second employee. You consent to your call being recorded or monitored.
21. Entire Agreement: This is the entire Agreement between you and us and no oral changes can be made.

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Signature of Buyer's Authorized Representative

Name (Printed)