

Request for Credit Information

Spectrum Wireless

644 Church Street Ste 14

Madison, MS 39110

Office: (601) 941.1377

Fax: (601) 510.9771

E-Mail: kbarnett4@comcast.net

- Wire Transfer (Credit Application not required)
- COD Bank Cashiers Check (Page 1 and Bank Reference)
- COD Company Check (Pages 1 &2)
USD \$2,000 \$5,000 \$7,500 \$ _____
- Open Account (Complete full application)
USD \$2,000 \$5,000 \$7,500 \$ _____

COMPANY INFORMATION

Name Of Company: _____

Entity Type: ___ Sole Proprietorship ___ S-Corp ___ Corporation ___ Partnership ___ Other _____

Sales Rep. / Purchaser / Contact Name: _____

Mailing Address of Company: _____ Phone: _____

_____ Fax: _____

Shipping Address of Company: _____ Phone: _____

_____ Fax: _____

Do you own or rent location ___ Own ___ Rent Years in Operation: _____

Phone # _____ Fax # _____

Cellular or Alternate number# _____

E-mail address: _____

PRESIDENT/OWNER INFORMATION

Name: _____ Name: _____

Title: _____ Title: _____

Address: _____ Address: _____

SSN: _____ SSN: _____

TAX INFORMATION

D&B (DUNS) Number: _____

Federal Tax ID Number (FEI#): _____

Tax Exempt Number: (required): _____ State _____

(must attach copy of sales tax registration certificate)

BANKING INFORMATION

Name of Bank #1: _____
Address: _____

Contact: _____
Phone Number: _____ Fax Number: _____ (must provide)
Account Number(s): _____

Name of Bank #2: _____
Address: _____

Contact: _____
Phone Number: _____ Fax Number: _____ (must provide)
Account Number(s): _____

TRADE REFERENCES

Name: _____
Phone Number: _____
Fax Number: _____
Contact: _____
Terms & Credit limit _____

Name: _____
Phone Number: _____
Fax Number: _____
Contact: _____
Terms & Credit limit _____

Name: _____
Phone Number: _____
Fax Number: _____
Contact: _____
Terms & Credit limit _____

Name: _____
Phone Number: _____
Fax Number: _____
Contact: _____
Terms & Credit limit _____

Name: _____
Phone Number: _____
Fax Number: _____
Contact: _____
Terms & Credit limit _____

Name: _____
Phone Number: _____
Fax Number: _____
Contact: _____
Terms & Credit limit _____

Applicant authorizes release of above information or attached list to Spectrum Wireless, LLC , Inc.

Company: _____ Date: _____

Signature: _____

Printed Name and Title: _____

TERMS AND CONDITIONS

CREDIT. Upon approval of this application, Spcetrum Wilreless, LLC. ("Spectrum Wireless"), in its sole discretion, will assign Applicant a maximum credit line and shall have the right to increase, decrease, or terminate Applicant's credit privileges under this Application at any time without prior notice to Applicant, except as otherwise provided by law.

INVOICES. Payment of the purchase price for goods and/or services acquired from SPECTRUM WIRELESS, LLC shall be made pursuant to the terms set forth on each invoice, and Applicant agrees to pay all charges according to the payment terms established in said invoice. The entire outstanding balance due on all invoices shall become due to SPECTRUM WIRELESS, LLC in full immediately upon default in the payment of any invoice.

ACCURACY OF INFORMATION. Applicant hereby certifies that the information furnished under this application and on any financial statements furnished in connection herewith, is true and correct and that this information is being furnished to SPECTRUM WIRELESS, LLC for the purpose of inducing SPECTRUM WIRELESS, LLC to extend credit to Applicant, and Applicant understands that SPECTRUM WIRELESS, LLC will rely upon such information as correct.

AUTHORIZATION TO RELEASE INFORMATION. Applicant authorizes SPECTRUM WIRELESS, LLC to perform any credit checks, which includes, but is not limited to, contacting credit reporting agencies, bank references and trade references listed in this application, to ascertain the Applicant's credit history and current credit status.

WAIVER. The failure of SPECTRUM WIRELESS, LLC to insist, in any one or more instances, on performance of these terms and conditions or under any invoice, or to exercise any right hereunder or under the invoice, is not a waiver of the future performances of any terms, covenant, condition or the future exercise of such right.

EXPENSES OF ENFORCEMENT. Applicant shall pay to SPECTRUM WIRELESS, LLC all costs and expenses, including, without limitation, reasonable attorney's fees of not less than 25% of amount owed, and the fees of any collection agency and court costs, incurred by SPECTRUM WIRELESS, LLC in exercising any of its rights or remedies hereunder or under an invoice, or enforcing any of the terms, conditions or provisions hereunder or under an invoice.

RETURNS. This Section applies to products received that are defective/damaged/missing parts. If products have a manufacturer/vendor warranty, Applicant must first exhaust its rights with the warranty provider. Otherwise, the following terms apply: (i) no returns will be accepted without prior authorization of SPECTRUM WIRELESS, LLC; (ii) Return authorization must be obtained within 30 days of receipt of the product, and the product must be received within 10 days of the authorization issuance; (iii) Original shipping & handling charges are not refundable; (iv) Applicant is responsible for shipping and proof of delivery on all returns (retain all tracking information from the shipper until credited; SPECTRUM WIRELESS, LLC requires that return shipments be properly packed and fully insured); and (v) Unauthorized returns will not be accepted. All returns must be in original condition, including packaging, documentation, manuals and accessories. Any missing items will be subject to a replacement charge.

GENERAL.

- (a) No modification of these terms or of an invoice shall be binding unless in a writing signed by an authorized representative of both parties.
- (b) If any provision of this Agreement is unenforceable, such unenforceability shall not affect the remainder of this Agreement.
- (c) These terms and all invoices shall be governed and interpreted according to the laws of the State of Florida absent its conflicts of laws provisions.
- (d) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- (e) The rights and remedies granted herein are non-exclusive to those otherwise available under law of equity.

APPOINTMENT OF ATTORNEY. To further secure the payment of amounts owed to SPECTRUM WIRELESS, LLC and to further SPECTRUM WIRELESS, LLC to extend credit to the Applicant, Applicant hereby irrevocably authorizes, an attorney selected by SPECTRUM WIRELESS, LLC to: (i) appear for Applicant in court, and confess judgment without process, in favor of SPECTRUM WIRELESS, LLC for such amount as may appear to be unpaid in conjunction therewith, (ii) to expressly waive all benefit under the exemption laws of Applicant's State of Domicile, (iii) to pay all costs of such appearance (including attorney's fees) plus 10%, (iv) to waive all errors in any such proceedings, and (v) to consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

UCCs. Applicant agrees to execute a Uniform Commercial Code Financing Statement (UCC-1) in the form supplied by SPECTRUM WIRELESS, LLC , granting SPECTRUM WIRELESS, LLC a security interest in goods purchased, Applicant's bank accounts, accounts receivables and other rights & property, in connection with any and/or all invoices.

Applicant:

By Authorized Agent/Officer:

(Full Firm Name)

(Signature)

(Date)

Guaranty

MUST BE FILLED OUT ↓

The undersigned, _____ ("Guarantor") of _____, having a
(Names of individual and spouse) (Company Name)

Financial interest in Applicant, and benefiting from the transactions contemplated by this Agreement, hereby personally guarantees the payment by Applicant to SPECTRUM WIRELESS, LLC of all amounts due and owing now, and from time to time hereafter. Guarantor expressly waives notice from SPECTRUM WIRELESS, LLC of its acceptance and reliance on this personal guaranty, notice of sales made to Applicant, and notice of default by Applicant. The obligations of Guarantor hereunder shall not be affected, excused, modified or impaired upon the happening, from time to time of any event. No set-off, counterclaim or reduction of any obligation, or any defense of any kind or nature which the Guarantor has or may have against Applicant or SPECTRUM WIRELESS, LLC shall be available hereunder to the Guarantor against SPECTRUM WIRELESS, LLC in the event of a default by Applicant on its obligation to SPECTRUM WIRELESS, LLC . SPECTRUM WIRELESS, LLC may proceed directly to enforce its rights hereunder and shall have the right to proceed first against Guarantor without proceeding with, or exhausting, any other remedies it may have. Guarantor agrees to pay all costs, expenses, and fees, including reasonable attorney's fees, which may be incurred by SPECTRUM WIRELESS, LLC in enforcing this personal guaranty or protecting its rights following any default on the part of Guarantor. Guarantor agrees that an interest charge of one and a half percent (1.5%) per month, or the highest rate permitted by law, whichever is less, shall be assessed on any amount due and owing to SPECTRUM WIRELESS, LLC by Guarantor under this personal guaranty until collected. This personal guaranty shall be binding upon Guarantor, the Guarantor's heirs, successors, assignees, representatives and survivors, and shall inure to the benefit of SPECTRUM WIRELESS, LLC its successors and assigns. This personal guaranty shall be governed by and interpreted with the laws and decisions of the State of Mississippi, without respect to its conflicts of laws provisions, as is performable in Madison County, Mississippi. The obligations of multiple persons acting as Guarantor shall be joint and several.

Guarantor #1

(Print Name)

(Signature)

(Driver's License Number)

(Address)

(Date)

Guarantor #2

(Print Name)

(Signature)

(Driver's License Number)

(Address)

(Date)