



**CREDIT APPLICATION & BASIC SALES AGREEMENT**

Corp Legal Name:		Sole Proprietor/ Partnership		DATE BUSINESS ESTABLISHED:	
		Corporation (state of incorporation)			
ADDRESS:				STATE ORG #:	
				FEDERAL TAX ID #:	
CITY:		STATE:		ZIP:	
				SALES TAX EXEMPT NUMBER (attached certificate):	
TELEPHONE:		FAX:		EMAIL TO SEND INVOICE:	
PRIMARY PRINCIPAL'S INFORMATION				SOCIAL SECURITY NUMBER:	
NAME:				TITLE:	
HOME ADDRESS (Required if Proprietorship)				BIRTH DATE:	
CITY:		STATE:		ZIP:	
				PRINCIPAL'S EMAIL	
•A bank reference, including the name of your bank, the phone number, fax number, account number •Three trade (business) references. Please include the name, address, phone number, fax number, and your account number(s) for each reference listed.					

What credit limit are you requesting? Are you requesting:  Net terms  Long term financing.

NOTE: Please submit a current resale certificate and W9 form. Long Term financing may require additional information.

DECLARATION: The signing of this Credit Application, Security Agreement and Basic Sales Agreement (this "Credit Application") authorizes FTG Equipment Solutions, Inc. (hereinafter referred to as "Creditor") to perform the necessary credit investigation on the above company or individual(s), as appropriate (hereinafter referred to as the "Customer"). Customer further authorizes Creditor to provide this application to third parties for the purpose of providing credit or financing to Customer and Customer authorizes any actual or proposed third party financing sources to obtain credit information from the above listed references and from any credit reporting agency. Customer authorizes the above references to release any information necessary for Creditor and/or any actual or proposed third party financing sources to make an informed credit decision. Customer acknowledges and agrees that Creditor is authorized to make all inquiries deemed necessary to determine Customer's creditworthiness. Creditor is also authorized to answer questions about Customer's credit experience with Creditor, and share this information with other institutions to secure financing.

The undersigned, in its individual and/or in its capacity as an authorized officer of the Customer, recognizes that his or her individual credit history may be a factor in the evaluation of the credit history of the Customer, and, as a result, hereby consents to and authorizes Creditor and/or any third party financing sources to obtain a consumer credit report on the undersigned, from time to time as may be needed, in the credit evaluation process.

To secure payment and performance of all liabilities, duties and obligations of Customer to Creditor with respect to any and all invoices hereby issued by Creditor to Customer, including, without limitation, interest, fees, charges, and other amounts that may be due and payable from Customer to Creditor from time to time (collectively, the "Obligations"), Customer hereby grants Creditor a Purchase-money security interest (as that term is defined in Section 9-103(b) of Article 9 of the Uniform Commercial Code (the "UCC")) in all Inventory (capitalized terms used herein but not otherwise defined herein shall have the meaning ascribed to them in Section 9-102 of the UCC), Equipment, and Goods manufactured by or distributed by Creditor, whenever sold, consigned, leased, rented or delivered, directly or indirectly, to or for the benefit of Customer by Creditor, wherever located, now owned and hereafter acquired including but not limited to all Products under the following description and/or brand names: TECNOGEN and TRIME products; and all replacement parts, accessories and supplies including repossessions and returns; and all Proceeds from, but not limited to, the sale, lease or rental thereof; and all existing or subsequently arising Accounts and accounts receivable and Supporting Obligations which may from time to time hereafter come into existence during the term of this Credit Application (hereinafter collectively referred to as, the "Collateral"). CREDITOR'S SECURITY INTEREST ATTACHES TO ALL INVENTORY THAT CUSTOMER BUYS FROM CREDITOR UPON RECEIPT OF THE EQUIPMENT AND/OR INVOICE AND SECURES ALL PREVIOUSLY INCURRED AND SUBSEQUENT OBLIGATIONS BETWEEN CREDITOR AND CUSTOMER. Customer will maintain the Collateral in original condition but for ordinary wear and tear, and will insure the Collateral against all risks that should be reasonably expected. The security interest granted hereunder shall constitute at all times a valid and perfected first priority purchase money security interest vested in Creditor in and upon all of the Collateral pursuant to Section 9-103(b) of the UCC and shall not become subordinate or junior to the security interests, liens, encumbrances or claims of any other person, firm or corporation, including the United States or any department, agency or instrumentality thereof, or any state, county or local governmental agency. If Customer fails to timely make any payment on any Obligation which becomes due, Creditor may repossess and remove any Product(s), Equipment, Inventory, or Goods from Customer with or without Notice and exercise any and all rights and remedies of a secured party under the UCC. Customer will not locate the Collateral at any location other than as known to Creditor. Customer will promptly advise Creditor of any change of Customer's name, residence (if Customer is an individual), state of incorporation or formation (if Customer is a registered entity) or chief executive office, business nature, location, and business openings and closings. So long as any Obligations are outstanding, Customer will keep the Collateral labeled at all times so as to show Customer's interest therein, and will put all parties on notice of Creditor's rights who might have any interest in any of the Collateral. Customer shall not sell, transfer or dispose, or cause or permit the sale, transfer or disposition, of any portion of the Collateral during any Sale Restriction Period (as that term is defined by Creditor's invoice(s) or by an applicable Finance and Security Agreement). Following the Sale Restriction Period (if applicable), and with the prior written consent of Creditor, Customer shall be permitted in the ordinary course of its business to sell any piece of Equipment, including any other Collateral used in connection with such Equipment (the "Collateral to be Sold"), so long as all the following conditions are satisfied: (i) Customer shall provide written notice to Creditor within 15 (but at least 5) business days prior to the sale of the Collateral to be Sold, which written notice shall describe in reasonable detail the Collateral to be Sold and the terms and conditions of the sale of the Collateral to be Sold, including, without limitation the purchase price thereof, (ii) Customer shall, concurrently with the sale of the Collateral to be Sold, repay all Obligations with respect to the Collateral to be Sold, including interest thereon, and (iii) Customer shall have paid all costs and expenses relating and pertaining to the release of the Collateral to be Sold and actions taken by Creditor in connection with the release of the Collateral to be Sold.

The following constitute Customer defaults: (i) Failure of Customer to pay any Obligations which become due according to the terms of any invoices, or any other amount payable to Lender, whether under this Credit Application or in any other agreement or otherwise, when due; (ii) Failure of Customer to observe or perform any of Customer's obligations herein; (iii) bankruptcy, insolvency, or assignment for the benefit of creditors; (iv) the sale, transfer or disposition of any of the Collateral prior to the expiration of the Sale Restriction Period or in violation of the terms and conditions hereof; and (v) any misrepresentation in respect of any provision of this Credit Application or any other agreement between Creditor and Customer. In the event of default Creditor may declare all Obligations due and payable and/or may require Customer to assemble the Collateral and make it available to allow Creditor to take possession or dispose of the Collateral. Customer authorizes Creditor to file such UCC financing statements without Customer's signature and to generally take such other actions as are reasonably required to perfect Creditor's purchase money security interest in the Collateral for purposes of the UCC, including, without limitation, notifying all of Customer's secured creditors who currently hold a perfected security interest in any of Customer's Inventory.

All sales of Goods to Customer are subject to Creditor's standard terms of sale as in effect at the time of delivery, which may be found at [www.ftgequipment.com](http://www.ftgequipment.com), (the "General Terms and Conditions") and in the case of purchases of less than \$5,000 per order, Creditor may elect not to require a Purchase Order Sheet or other agreement of sale signed Customer. In such cases this Credit Application and the standard terms of sale shall constitute the contract of sale between Customer and Creditor. No amendment or special condition differing from Creditor's standard terms of sales shall be binding unless in writing and signed by Creditor when Customer places the applicable order, or Creditor will not ship out any items. Creditor offers no long-term financing except under a Finance and Security Agreement executed by Creditor and Customer. To the extent there are any conflicting terms in this Credit Application, the General Terms and Conditions and/or a Finance and Security Agreement, the Finance and Security Agreement will supersede other agreements, if such document is executed, and if not, this Credit Application shall control.

The information contained herein is submitted by Customer for the purpose of obtaining credit. Customer expressly agrees to make payment in full to Creditor for purchases in accordance with Creditor's invoice(s). Should Customer default in any such payment Customer expressly agrees to pay a late charge on any amounts in default at the maximum rate permitted by law, and, at Creditor's option, all amounts owed Creditor by Customer shall become immediately due and payable. Customer further agrees to pay a reasonable attorney's fee and all other costs and expenses incurred by Creditor in the collection of any Obligation of Customer pursuant hereto. This Credit Application shall become effective when accepted by Customer.

Customer acknowledges that this Credit Application may be given in replacement of and substitution for one or more prior Credit Applications of Customer, as the same may have been amended from time to time (the "Prior Credit Application"), and further, except to the extent modified pursuant to the terms and conditions hereof, that: (i) any and all liens, pledges, assignments and security interests securing Customer's obligations under the Prior Credit Application shall continue in full force and effect, are hereby ratified and confirmed by Customer, and are hereby acknowledged by Customer to secure, among other things, all of Customer's obligations to Creditor under this Credit Application, with the same priority, operation and effect as that relating to the obligations under the Prior Credit Application and (ii) nothing herein contained shall be construed to extinguish, release, or discharge, or constitute, create, or effect a novation of, or an agreement to extinguish, the obligations of Customer with respect to any indebtedness or obligations due and owing by Customer to Creditor originally described in the Prior Credit Application or any of the liens, pledges, assignments and security interests securing such obligations.

<b>X</b>	SIGNATURE (Must be signed by a Company Officer)	TITLE	DATE
<b>X</b>	SIGNATURE (PARTNER)	TITLE	DATE