

APPLICATION FOR CREDIT

C. H. EDWARDS, INC.
PO Box 30110 (4005 South Memorial Drive 27834)
Greenville, NC 27833
Telephone 252-756-8500 · Fax 252-756-9268

NEW ACCOUNT INFORMATION

Company Name: _____
Street Address or PO Box _____
City & State: _____ ZIP _____
Billing Address (if different) _____
Office Telephone # () _____
Office Fax # () _____

Bookkeeper or Accounts Payable Manager _____

Purchases Tax Exempt? YES NO If yes, please complete FORM E-595E and return with this application.

COMPANY INFORMATION

Year Established _____ No. Of Employees _____

Type of Business _____

Entity: Sole Proprietorship Partnership Non-Profit Organization
 Corporation (year incorporated) _____ State Incorporated _____

Has company name changed within past 3 years, if so please specify previous name and reason for change _____

Does Company use another trade name, specify _____

Is this a branch location, if so provide, Corporate headquarters name and headquarters _____

INDIVIDUAL OWNER, PARTNERS OR OFFICERS

1. NAME _____ TITLE _____
Home Address: _____
2. NAME: _____ TITLE _____
Home Address: _____
3. NAME: _____ TITLE _____
Home Address: _____
4. OTHER: _____

BANKING REFERENCES

- Banking Institution Name _____
Officer or Contact _____ Telephone No. _____
Type of Account _____ Account No. _____
Type of Account _____ Account No. _____
Other Bank or Institution _____

CREDIT REFERENCES (Must provide 5 references)

1. Company _____
Address _____
City & State _____ ZIP _____
Telephone () _____ Account No. _____
Fax () _____
2. Company _____
Address _____
City & State _____ ZIP _____
Telephone () _____ Account No. _____
FAX () _____
3. Company _____
Address _____
City & State _____ ZIP _____
Telephone () _____ Account No. _____
FAX () _____
4. Company _____
Address _____
City & State _____ ZIP _____
Telephone () _____ Account No. _____
FAX () _____
5. Company _____
Address _____
City & State _____ ZIP _____
Telephone () _____ Account No. _____
FAX () _____

Average Monthly Purchases: \$ _____

Other _____

I hereby authorize you to obtain credit information on our Company:

Signature: _____ **Date** _____

Print Name: _____

Title: _____

All information provided is considered confidential and not shared with others.

Fax completed application to FAX# 252-756-9268.

C. H. EDWARDS, INCORPORATED
CREDIT AGREEMENT

Date: _____, 20____

The undersigned customer(s) (herein sometimes called "I", whether one or more) agree that C. H. Edwards, Incorporated (herein sometimes called "you") from time-to-time has furnished and/or may in the future furnish to me on one or more accounts such goods as you may determine in your sole discretion (herein sometimes called "principal"). You may discontinue furnishing me goods at any time and for any reason. All goods are subject to the terms and conditions of this Credit Agreement.

Promise to Pay. I promise to pay you for all goods furnished or to be furnished, together with interest as specified below, at Post Office Box 30110, North Carolina 27833, or at such other place as you from time to time may designate.

Interest. Interest shall accrue on the unpaid principal balance at the rate of 18% per annum (1 ½ % per month) until the principal balance is paid in full; provided, however, if there is no outstanding principal or interest balance at the beginning of a month, no interest shall accrue on principal advances made hereunder during such month which are paid in full prior to the last day of the succeeding month; but if any such principal advances hereunder are not paid in full prior to the last day of the month succeeding the month during which the principal advances were made, then interest shall accrue on such principal advances, less any payments or other credits applicable thereto, beginning on the first day of the month immediately following the month during which such principal advances are made. Notwithstanding anything contained herein to the contrary, you, in your discretion, from time to time may (but are not required to) permit me 90 days from the date of a principal advance to pay such principal advance without the incurrence of interest. The interest rate provided for in this Credit Agreement shall apply, to the extent allowed by applicable law, to any indebtedness due following the entry of a judgment relating to the collection of this Credit Agreement.

Net 30 Payment Terms. The due date for payment for each principal advance made hereunder is 30 days following the date on which the principal advance is made, unless you agree in writing to a longer period.

Application of Payments. All payments shall be applied first to unpaid attorneys' fees and collection costs, then to accrued but unpaid interest, and any remaining amount to principal in the order in which the principal obligations were incurred.

Prepayment. I may prepay any or all of the outstanding balance due at any time without penalty.

Disclaimer. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE MADE NO EXPRESS WARRANTIES TO ME. THE EXCLUSIVE REMEDY AGAINST YOU FOR ANY CLAIM RELATING TO THE HANDLING OR USE OF GOODS FURNISHED BY YOU IS A CLAIM FOR DAMAGES, AND IN NO EVENT SHALL DAMAGES OR ANY OTHER RECOVERY OF ANY KIND AGAINST YOU EXCEED THE PRICE OF THE SPECIFIC GOODS WHICH CAUSED THE ALLEGED LOSS, DAMAGE, INJURY OR OTHER CLAIM. YOU SHALL NOT BE LIABLE, AND ANY AND ALL CLAIMS AGAINST YOU ARE WAIVED, FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES, OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, AND CROP OR PROPERTY LOSS OR DAMAGE, WHETHER OR NOT BASED ON YOUR NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER CAUSE OF ACTION.

Events of Default. I will be in default if any of the following events occur: (a) I fail to make any payment when due, (b) any representation or statement made or furnished to you by or on behalf of me or any guarantor is false or misleading in any material respect either now or at the time made or furnished, (c) the death of any customer or guarantor, (d) any voluntary or involuntary bankruptcy or receivership is commenced by or against any customer or guarantor, or (e) you in good faith believe that the prospect of timely payment or other performance by me is impaired.

Remedies. Upon the occurrence of an event of default, interest shall continue to accrue, and you may declare the entire unpaid principal balance of this Credit Agreement and all accrued unpaid interest immediately due, without demand or notice of any kind, and then I will pay that amount. Your remedies are cumulative, and you may enforce any or all of your remedies against any of us, or any guarantor, without affecting your right to enforce any or all of your remedies against any or all of us or any guarantor. The waiver by you of any default shall not operate as a waiver of any other default or of the same default on a future occasion. Acceptance by you of payment of less than the entire unpaid balance after default and acceleration of this Credit Agreement shall not waive the acceleration, and you may proceed with your rights and remedies. If you initiate any legal proceedings or incur any legal expense or attorneys' fees in exercising any of your rights or remedies upon default, whether or not there is a lawsuit, such expenses and reasonable attorneys' fees shall be added to the principal balance due, and I shall be liable for the payment of same as an additional obligation under this instrument.

Guaranty. Each of the undersigned guarantors hereby personally, jointly and severally, and absolutely and unconditionally, guarantees payment of all of the obligations due and owing by the customers under this Credit Agreement, and all modifications and extensions thereof, including, without limitation prompt payment of any and all sums due and owing under this Credit Agreement. Each of the undersigned guarantors hereby waives notice of any modifications, amendments, or extensions of this Credit Agreement, and of the customers' nonperformance or breach of this Credit Agreement. The payment obligations under this Guaranty are direct, primary, absolute, unconditional, and continuing obligations of each of the undersigned guarantors and the successors, heirs and assignees of each of the undersigned guarantors, and not merely a guaranty of collection. You shall not be required to proceed against any of the customers before proceeding against any of the undersigned guarantors. Each of the undersigned guarantors has read and agrees with all of the terms and conditions of this Credit Agreement.

General. Each of the customers and guarantors authorizes you to investigate any references and other information furnished by me/him/her or by any other person or entity pertaining to my/his/her credit worthiness. Each of the customers and guarantors authorizes you to obtain my/his/her credit report. Each of the customers and guarantors authorizes and directs my/his/her banks and other financial institutions, now and at any time in the future, to give to you, upon your request, a copy of my/his/her financial statements, loan applications and other documentation and information about my/his/her loans, savings accounts, checking accounts and other deposit accounts. Each of the customers and guarantors authorizes you to answer questions and inquires from others seeking credit experience or information about me/him/her. Each of the customers and guarantors hereby waives presentment for payment, demand, protest, notice of protest, notice of acceleration of maturity, notice of nonpayment, notice of dishonor, and diligence in the collection of this Credit Agreement, and agree that my/his/her liability shall not be affected or impaired any extension of time for the payment of all or any part of the principal and interest due hereunder. You may delay or forego enforcing any of your rights or remedies without losing them. You may, at any time, modify the provisions of this Credit Agreement upon written notice to me, and if I do not consent in writing, then my acceptance of goods subsequent to the effective date of such modification shall constitute an acknowledgment of my acceptance of the modification. Upon any modification in the terms of this Credit Agreement, unless otherwise expressly stated by you in writing, no party who signs this Credit Agreement, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. The obligations under this Credit Agreement are joint and several. This means that the words "I", "me", and "my" mean each and all the customers signing below. "You", "your" and "yourself" mean the holder of this Credit Agreement. This Credit Agreement is binding upon me and my heirs, personal representatives, successors and assigns and shall inure to the benefit of and be enforceable by you and your successors, transferees and assigns. If any clause or provision of this Credit Agreement is found to be invalid or incapable of being enforced by any rule, law or public policy, all other clauses and provisions shall, nevertheless, remain in full force and effect.

Each individual customer and guarantor has hereunto set his/her hand and adopted as his/her seal the word "SEAL" set forth beside his/her name as his/her seal, intending this to be a sealed instrument, as of the date first above written. Each corporate, partnership, limited liability company, etc. customer has caused this instrument to be executed in its name by a person or persons duly authorized, and if a corporation its corporate seal to be affixed hereto, otherwise having adopted the word "SEAL" set forth beside its name as its seal, intending this to be a sealed instrument, all by authority duly given, as of the date first above written.

INDIVIDUAL CUSTOMERS:

_____ (SEAL)

_____ (SEAL)

GUARANTORS:

_____ (SEAL)

_____ (SEAL)

CORPORATE, PARTNERSHIP, L.L.C., ETC. CUSTOMER:

_____ (Name)

By: _____ (SEAL)

Print Name: _____

Title: _____

By/Attest: _____ (SEAL)

Print Name: _____

Title: _____