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Commercial

## CONFIDENTIAL CREDIT APPLICATION AND ACKNOWLEDGEMENT OF TERMS

The undersigned is applying for extension of credit. The following information, which the undersigned warrants to be true and correct, is submitted as a basis for considering this application. CarterEnergy Corporation (hereinafter the "Carter") are authorized to investigate relationships with trade suppliers or financial institutions and personal credit histories for the purpose of establishing credit.

1. Legal Business Name \_\_\_\_\_ In Business Since \_\_\_\_\_  
dba \_\_\_\_\_ Fed. ID No. \_\_\_\_\_

2. Address \_\_\_\_\_  
Street City State Zip

3. Ship To \_\_\_\_\_  
Address Street City State Zip

4. Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_  
State of Incorporation or Registration of Partnership \_\_\_\_\_ E-mail \_\_\_\_\_

5. We do business as:  Sole Proprietorship  Corporation  General Partnership  
 Limited Partnership  Limited Liability Corporation  Other

6. Full names and home addresses of all corporate officers, general and limited partners, or proprietor:  
(Social Security Number MUST be provided for partnerships and Sole Proprietorships)

NAME	TITLE	ADDRESS	SOC. SEC. #

7. Type of Current Business / Services Provided: \_\_\_\_\_

8. Has the undersigned filed or been the subject of a bankruptcy as a company or as an individual?  Yes  No  
If Yes, give the type of bankruptcy and date filed. \_\_\_\_\_

9. Credit Limit Requested ? \_\_\_\_\_

10. Are Purchase Orders Required ?  Yes  No

11. All orders will be provided on a C.O.D. basis until credit is approved. Where C.O.D. shipment for goods is arranged by Carter, the due date shall be the date the goods are received by Buyer. The undersigned acknowledges that Carter's extension and maintenance of credit is at Carter's sole discretion.

12. **Current financial statements are required with this application. Updates are required as requested by Carter.** Buyer's continued right to purchase goods or services from Carter shall be contingent upon Buyer meeting the financial qualifications established by Carter from time to time. Buyer shall supply Carter with such credit information as Carter may reasonably request in order to qualify Buyer to purchase goods and / or services. Buyer represents and warrants that any and all financial information supplied to Carter in connection herewith is or will be true and accurate at the time furnished. Carter reserves the right to modify the terms and conditions of any sale to Buyer and has no obligation to make any sales to Buyer.

13. Major Trade References:

NAME	COMPLETE ADDRESS	AVG. BALANCE
PHONE	FAX	CONTACT
NAME	COMPLETE ADDRESS	AVG. BALANCE
PHONE	FAX	CONTACT
NAME	COMPLETE ADDRESS	AVG. BALANCE
PHONE	FAX	CONTACT

14. Bank References:

BANK NAME	COMPLETE ADDRESS	
PHONE	ACCOUNT NO. & TYPE OF ACCOUNT	CONTACT
BANK NAME	COMPLETE ADDRESS	
PHONE	ACCOUNT NO. & TYPE OF ACCOUNT	CONTACT

15. The undersigned acknowledge(s) Carter's payment terms to be: All accounts are due and payable according to the terms stated on the invoice; and agrees to remit payment in accordance therewith. Past due accounts shall bear interest at the rate of 24% per annum compounded monthly (or, the lesser maximum amount allowed by law shall be accrued on any amount not paid when due). The undersigned further acknowledge(s) that the foregoing payment terms are subject to change without notice.

16. The undersigned agrees to notify Carter of changes in name, address, ownership, or legal entity status.

17. Buyer consents to jurisdiction in the District Court of Johnson County, Kansas and the Limited Actions Divisions thereof as the sole and exclusive forum for the resolution of any disputes related to this Credit Application or any Purchase Order and the enforcement thereof, and agrees to pay all costs, expenses, charges, fees, reasonable attorney's fees and costs and litigation expenses, together with interest thereon at the default rate or such lesser maximum interest rate allowed by law, incurred by Carter to collect any sums due under this Credit Application or any Purchase Order related thereto. This Credit Application and any Purchase Order shall be construed and enforced in accordance with the laws of the State of Kansas.

**18. Acknowledgement of responsibility: In order to induce Carter to provide credit to the above-named individual / business, and in consideration of such credit being extended, the above-named individual / business agrees that in the event credit issued pursuant to this application is not re-paid in accordance with the above-referred payment terms, the above-named individual / business agrees to reimburse Carter for all costs, expenses, charges, and fees expended by Carter in effecting collection, including by way of illustration, collection agents' fees, reasonable attorney's fees, filing fees, etc., together with interest thereon and on the amount due at 24% per annum compounded monthly or at the highest rate of interest permitted by applicable law.**

19. Submitted this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

20. \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title