

BATTERY ALLIANCE, INC.

BATTERY ALLIANCE, INC., is engaged in the business of obtaining batteries and related inventory for its customers. To receive the benefits of combined purchasing power, you will first have to submit an application to request credit.

1. Complete the following:
 - A. Application for Credit
 - B. Agreement Regarding Extension of Credit
 - C. Unconditional and Continuing Personal Guaranty (Both Spouses must sign)

2. Provide the following:
 - A. Business Financial Statements (Balance Sheet and Profit and Loss) (If unaudited supply appropriate income tax returns.)
 - B. Personal Balance Sheet (form included for your completion).

Note: It is important to include the requested financial information listed above for completion of the credit application.

10. PLEASE STATE THE APPLICANT'S VOLUME OF PURCHASES OF AUTOMOBILE BATTERIES AND RELATED ITEMS FROM ALL SUPPLIERS FOR THE PAST TWELVE MONTHS: _____

11. REFERENCES:

BUSINESS REFERENCES (INCLUDE ALL PRINCIPAL SUPPLIERS OF PREVIOUS YEARS).

<u>NAME OF BUSINESS</u>	<u>CONTACT PERSON</u>	<u>NO. OF YEARS OF RELATIONSHIP</u>	<u>Phone #</u>	<u>*Fax #</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

*Important, please include

THE UNDERSIGNED HEREBY APPLIES FOR CREDIT FROM **BATTERY ALLIANCE, INC.**, OR ITS SUBSIDIARIES. THE UNDERSIGNED HEREBY COVENANTS, WARRANTS AND CERTIFIES THAT THE FOREGOING INFORMATION PROVIDED IN SUPPORT OF THE APPLICATION FOR CREDIT IS COMPLETE, TRUE AND CORRECT. THE UNDERSIGNED UNDERSTANDS THAT **BATTERY ALLIANCE, INC.**, IS RELYING ON THE INFORMATION PROVIDED HEREIN AND THE FINANCIAL STATEMENTS ATTACHED HERETO IN DETERMINING WHETHER TO EXTEND CREDIT TO THE APPLICANT. ANY INFORMATION PROVIDED WHICH IS FALSE, INACCURATE OR OTHERWISE INCORRECT SHALL BE GROUNDS FOR **BATTERY ALLIANCE, INC.**, TO IMMEDIATELY TERMINATE THE EXTENSION OF CREDIT TO APPLICANT AND TO ACCELERATE ANY OUTSTANDING BALANCES OWED TO **BATTERY ALLIANCE, INC.**, BY APPLICANT. APPLICANT AND GUARANTORS HEREBY AUTHORIZE ANY AND ALL PERSONS, CREDIT ASSOCIATES AND OTHER ENTITIES IT DEEMS APPROPRIATE AND TO CONSULT ANY SOURCE IN ORDER TO GATHER INFORMATION AND DETERMINE WHETHER TO EXTEND CREDIT/CONTINUOUS EXTENDING CREDIT TO APPLICANT HEREIN. **BATTERY ALLIANCE, INC.**, IS FURTHER AUTHORIZED TO RECEIVE, RECORD AND DISSEMINATE INFORMATION SO DISCOVERED WITHOUT FURTHER NOTICE TO APPLICANT.

DATED THIS THE _____ DAY OF _____, _____.

APPLICANT(CORPORATE OR COMPANY NAME)

BY: _____
(OFFICER OR AUTHORIZED PERSON'S NAME)

TITLE: _____
(OFFICER OR AUTHORIZED PERSON'S TITLE)

AGREEMENT REGARDING EXTENSION OF CREDIT

THIS AGREEMENT made and entered into this the _____ day of _____, _____, in by and between _____ (“Applicant”) and **BATTERY ALLIANCE, INC.**

In consideration for the extensions of credit in the connection with the purchase of goods which may be made from time to time by **BATTERY ALLIANCE, INC.** to Applicant, Applicant agrees as follows:

1. To pay **BATTERY ALLIANCE, INC.**, at such times and place as designated by **BATTERY ALLIANCE, INC.**, all amounts and obligations due in accordance with the terms set forth herein. Payments are due on the 20th day of the second month following the invoice date.
2. All amounts advanced or credit extended by **BATTERY ALLIANCE, INC.** to Applicant shall bear interest at the rate of 1½% per month, from the date any such amount is due, until repaid in full.
3. The delay on the part of **BATTERY ALLIANCE, INC.** in exercising any right or remedy hereunder shall not operate as a waiver of any kind or in any manner.
4. In order to secure prompt payment and performance of the obligations referred to herein, Applicant does hereby pledge, transfer, and grant to **BATTERY ALLIANCE, INC.** a first priority security interest in all of the goods purchased by Applicant, whether currently owned or subsequently acquired, together with any and all proceeds thereof. Said security interest shall secure any and all indebtedness owed by Applicant to **BATTERY ALLIANCE, INC.** whether currently owed or subsequently incurred. Applicant hereby authorizes **BATTERY ALLIANCE, INC.** to execute and file any financing statements or other documents of perfection necessary to reflect the security interest granted hereunder, pursuant to the Uniform Commercial Code or other applicable law. Upon the occurrence of a default, **BATTERY ALLIANCE, INC.** shall have all of the rights with respect to the above collateral available under applicable law.
5. No credits or adjustments shall be applied or set-offs allowed to Applicant’s account for a claim relating to defective batteries (or other goods), or warranty claims until and unless **BATTERY ALLIANCE, INC.**, receives written authorization from the manufacturer of said goods allowing such claims.
6. **BATTERY ALLIANCE, INC.** makes no warranties or guaranties, either express or implied, with respect to any goods purchased, all of which will be sold by **BATTERY ALLIANCE, INC.** on an “as is” basis. The sole and exclusive warranties for the goods, if any, shall arise from the manufacturer in accordance with, and subject to all limitations applicable thereto. **BATTERY ALLIANCE, INC.** shall in no event be liable for the direct, indirect, incidental, or consequential damages, whether to person or property, resulting from any defect in the goods.
7. TO BE EFFECTIVE, THIS AGREEMENT AND ANY EXTENSION OF CREDIT MUST EVIDENCED BY WRITTEN ACCEPTANCE AND APPROVAL SIGNED BY AN OFFICER OF **BATTERY ALLIANCE, INC.**, AT THE HOME OFFICE IN COLLIERVILLE, TN. THE SIGNATURE OF A SALES REPRESENTATIVE OF **BATTERY ALLIANCE, INC.**, SHALL NOT BIND **BATTERY ALLIANCE, INC.** NO OTHER CONTRACT, AGREEMENT, CONSIDERATION OR STIPULATION, MODIFYING OR CHANGING ANY TERM HEREOF SHALL BE RECOGNIZED AND BINDING UNLESS SO APPROVED IN WRITING BY AN OFFICER OF **BATTERY ALLIANCE, INC.** IN THE EVENT **BATTERY ALLIANCE, INC.** MAKES AN EXTENSION OF CREDIT WITH REGARD TO A PURCHASE OF GOODS, IT SHALL IN NO EVENT BE OBLIGATED TO MAKE ANY SUBSEQUENT EXTENSION OF CREDIT.

8. Applicant agrees that it will keep the terms of this Agreement as well as the pricing of any goods confidential and will not disclose such information to any third party, except as required by law.
9. This Agreement represents the entire understanding between the parties with regard to the subject matter hereof, and there are no representations, agreements or undertakings other than those expressly set forth herein.
10. In the event that **BATTERY ALLIANCE, INC.** deems it necessary to take any action related to the
11. enforcement or defense of this Agreement, through an attorney or otherwise, then **BATTERY ALLIANCE, INC.** shall be entitled, in addition to all other damages allowed by law, to all reasonable attorneys' fees and other costs incurred in enforcing and/or successfully defending such matter, whether or not litigation actually ensues. All parties hereby agree that in the event of litigation, the sole and exclusive jurisdiction and venue shall lie in the courts of Shelby County, TN.
12. If it should be held that one or more of the terms of this Agreement are in conflict with any applicable law, any such term shall be modified to conform if possible to applicable and in a manner consistent with the intent of the parties as indicated in this Agreement. If such term cannot be modified, same shall be considered severable and shall not affect any other term hereunder, all of which shall remain in full force and effect.
13. The undersigned individual signing on behalf of Applicant has full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby on behalf of Applicant. Said individual warrants and represents that this Agreement has been duly executed and delivered by Applicant and constitutes a legal, valid and binding obligation of Applicant, enforceable against Applicant in accordance with its terms.
14. In the event that Applicant obtains any goods containing or bearing names, marks, symbols, logos, graphics, or other identifying mark belonging to **BATTERY ALLIANCE, INC.** (herein the "Marks"), Applicant agrees that all of the Marks shall be and remain the property of **BATTERY ALLIANCE, INC.** **BATTERY ALLIANCE, INC.** shall have the right to periodically review and inspect any signage and materials utilizing the Marks, and upon the termination of its relationship with Applicant and/or a default by Applicant, **BATTERY ALLIANCE, INC.** shall have the right to remove any signage and materials utilizing the Marks at Applicant's premises.
15. This Agreement shall be binding upon and inure to the benefit of the parties' heirs, successor and assigns. This Agreement may be assigned by **BATTERY ALLIANCE, INC.** without notice to or approval of Applicant, and shall remain fully binding upon Applicant. This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which shall be considered together as one and the same instrument. Whenever the context of this Agreement requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural and vice versa. Applicant acknowledges that it has reviewed this Agreement and has had the opportunity (whether exercised or not) to have its own counsel review and advise regarding the terms hereof. Accordingly, the normal rule of construing ambiguous terms against the drafter shall not apply. Section headings are for convenience only and neither limit nor amplify the provisions of this Agreement.

<p>APPLICANT:</p> <p>BY: _____</p> <p>TITLE: _____</p>	<p>BATTERY ALLIANCE, INC.:</p> <p>BY: _____</p> <p>TITLE: _____</p>
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UNCONDITIONAL AND CONTINUING PERSONAL GUARANTY

In consideration of the extension of credit to _____, (“Debtor”) by **BATTERY ALLIANCE, INC.**, (“Creditor”) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, each of the undersigned Guarantor(s) agree, jointly and severally, to pay Creditor, its successors and assigns, any and all indebtedness, fixed or contingent, which Debtor may now owe or at any time hereafter owe Creditor together with all accrued interest and charges, and all related collection costs including, without limitation, reasonable attorneys’ fees.

1. **GUARANTY.** Each undersigned Guarantor, jointly and severally, hereby absolutely and unconditionally guarantees full and prompt payment and performance when due of all amounts advanced in the past or to be advanced in the future by Creditor to Debtor and all obligations owed by Debtor to Creditor, whether now existing or subsequently owed. This Guaranty shall cover any indebtedness or liability of the Debtor to Creditor, whether primary or secondary, direct or indirect, in contract or in tort.
2. **SCOPE AND DURATION.** This is a continuing Guaranty, in full force and effect until Creditor receives full payment owed by Debtor and Guarantors hereunder.
3. **WAIVER OF NOTICE OF ACCEPTANCE/STATUTE OF LIMITATIONS.** Each Guarantor waives any notice which may be required relative to the acceptance of this Guaranty or approval of any credit extension to Debtor. Further, each Guarantor waives any benefit of any statute of limitations or repose which could affect Guarantor’s liability under this Guaranty.
4. **DEFAULT BY DEBTOR.** If Debtor defaults in the payment or the performance of any obligation owed to Creditor, whether existing now or hereafter, a Guarantor shall immediately upon demand by Creditor pay to Creditor all amounts due and owing to Creditor by Debtor, together with all interest accrued thereon.

Each Guarantor waives presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing said obligations. Creditor shall not be required first to resort for payment of the said obligations to Debtor or other persons or guarantors or their properties, or first to enforce, realize upon or exhaust any collateral security for said obligations, before enforcing this guaranty or any part thereof.

5. **EXTENSIONS/MODIFICATIONS DO NOT REQUIRE GUARANTOR’S CONSENT.** Without future authorization from or notice to any Guarantor hereunder, Creditor in its sole discretion may grant additional credit to Debtor from time to time, all of which shall be included within the Guaranty and obligations hereunder. Further, Creditor may, without notice to any Guarantor hereunder and without affecting the Guaranty hereunder, alter, compromise, accelerate, extend, or change the time or manner of payment of any indebtedness or performance of any obligation; increase or reduce the rate of interest or other charges; add or release one or more Guarantors hereunder or under any other guaranty agreement. No exercise or non-exercise by Creditor of any right given to it, and no change, impairment or suspension of any right or remedy of Creditor shall in any way affect any of Guarantor’s obligations hereunder or give a Guarantor any recourse against Creditor.
6. **LEGAL ACTION.** If legal action is taken to enforce this Guaranty, Such action may be maintained alone or joined with any action against Debtor or any other guarantor of Debtor’s obligation. Further, Creditor may initiate an action against one or more Guarantors hereunder or under any other guaranty, but less than all without affecting Creditor’s rights as to any remaining Guarantors. Such action shall not be considered as a defense, waiver, or estoppel of any kind applicable to Creditor. Creditor’s rights are cumulative and shall not be exhausted by its exercise or

non-exercise of any of Creditor's rights hereunder or otherwise, until and unless all indebtedness hereby guaranteed has been paid in full. Each Guarantor, jointly and severally, agrees, with or without demand, to pay to Creditor all costs, expenses and reasonable attorneys' fees incurred by Creditor in collecting or compromising any indebtedness of Debtor guaranteed hereunder or in enforcing this Guaranty against any Guarantor hereunder, whether by suit or otherwise.

- 7. INDEBTEDNESS AS PART OF GUARANTY/SUBORDINATION.** Each Guarantor agrees that the terms, conditions and agreements relative to all indebtedness of the Debtor to the Creditor, whether existing now or hereafter incurred, shall be considered a part of this Guaranty, and each Guarantor hereby ratifies, adopts, and confirms all such terms, conditions and agreements. Each Guarantor acknowledges that the Guarantor has received and will continue to receive substantial benefits from any and all credit extended by Creditor to Debtor, whether currently existing or subsequently extended. All existing or future indebtedness of Debtor to any Guarantor, is subordinated to all indebtedness hereby guaranteed. Without the prior written consent of Creditor, no such indebtedness shall be paid in whole or in part as long as there exists any outstanding indebtedness guaranteed hereby.
- 8. BINDING EFFECT, ASSIGNMENT, ETC.** This Guaranty shall bind the heirs, successors and legal representatives of each Guarantor. This Guaranty may be assigned by Creditor without notice to or approval of any Guarantor, and shall remain fully binding upon each Guarantor, their heirs, successors and legal representatives. If it should be held that any term of this Guaranty is in conflict with any applicable law, any such term shall be modified to conform with such law to the extent possible and in a manner consistent with the intent of this Guaranty. If such term cannot be so modified, same shall be considered severable and shall not affect any other term hereunder, all of which shall remain in full force and effect. This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which shall be considered together as one and the same instrument. Whenever the context of this Guaranty requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural and vice versa. Each Guarantor acknowledges that he has reviewed this Guaranty and has had the opportunity (whether exercised or not) to have his own counsel review and advise regarding the terms hereof. Accordingly, the normal rule of construing ambiguous terms against the drafter shall not apply. Section headings are for convenience only and neither limit nor amplify the provisions of this Guaranty.
- 9. VENUE AND JURISDICTION.** Each Guarantor expressly agrees that the exclusive venue and jurisdiction for any action at law, suit in equity, or other judicial proceeding relating to this Guaranty, shall lie in any federal or state court in Shelby County, Tennessee.

GUARANTOR:

SIGNATURE: _____

PRINT YOUR NAME (NOT COMPANY NAME): _____

DATE: _____

GUARANTOR: (Spouse)

SIGNATURE: _____

PRINT YOUR NAME (NOT COMPANY NAME): _____

DATE: _____

PERSONAL BALANCE SHEET

Statement Of Financial Condition _____ 20____

Assets	TOTALS	
Cash/Checking & Savings Accounts		
Marketable Securities		
Non-marketable Securities		
Real Estate/Home		
Partial Interest In Real Estate		
Automobiles		
Personal Property		
Personal Loans		
Cash Values-Life Insurance		
Other Assets-Itemize		
Total Assets	A	

Liabilities	TOTALS	
Secured Loans		
Unsecured Loans		
Credit Card/Charge Account Bills		
Personal Debts		
Garnishments		
Real Estate Mortgages		
Unpaid Income Tax		
Other Unpaid Taxes And Interest		
Other Debts-Itemize		
Total Liabilities	B	
Net Worth (A – B = C)	C	
Total Liabilities & Net Worth	D	

List Location(s) of Real Estate listed above:

Signature _____