Application for Account

This Credit Application (this "Application") is made to U.S. Music Corp., which owns and/or distributes the trade names U.S. Music Corp., Washburn, Parker, Oscar Schmidt, SoundTech, Eden Electronics, Randall Amplifiers, Phonic, Hagstrom, Quik Lok, Mano Percussion, Jay Turser, Ministar and Marshall for the purpose of inducing U.S. Music Corp to extend credit accommodations to the Applicant named below: Full Company Name of Applicant Telephone No. Fax No. Address City, State Zip Code Trade Name and/or Shipping Address - If Different From Above E-Mail and Address Website 1. Credit Line Requested: Not binding, subject to review. Amount may vary based on credit review. 2. Applicant's Type of Business Is: □ Proprietor ☐ Partnership □ Corporation ☐ Limited Liability Company 3. State of Formations: _____ FEIN No. __ State Resale No.___ Attach copy of certificate NAMES OF PRINCIPAL STOCKHOLDERS, PARTNERS OR PRINCIPALS (include titles, home address, SS# and phone): NAME TITI F **HOME ADDRESS** SOC. SECURITY # PHONE 4. Date Applicant Was Established or Incorporated 5. Applicant Has Operated From Its Current Address ___ 6. Applicant □ Owns ☐ Rents Its Present Place of Business. 7. Estimated Yearly Sales 8. Applicant's Business Credit References (If None, Substitute Personal Credit References): **Bank Reference:** Name Address Loan Officer Telephone No. Fax No. Account Name Account No. **Supplier References:** Telephone No. Fax No. Contact Name Account No. Name Account No. Telephone No. Fax No. Contact









Contact

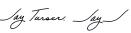
Fax No.



Name

PHONIC

Account No.



Telephone No.

8. Applicant's Current Financial Statement Is Attached to This Application: Yes, or Will be mailed to Credit Department.





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Accounts Receivable: _		No	Inventory: _	Yes	_No	Equipment:	Yes	No
 Outstanding Loans Made to Applican Type of reditor Loan 		Orig	inal Amt. Due	Present Amt. Due		Monthly Payment	Security	
Other Business Names	s Used by Ap	oplicant To	Obtain Credit:					
Full Company Nar	ne			Address			Date	
ly upon such information. Applices and other documents furnis ge in the information provided in this Application whether or in the for customary credit information to the for customary credit information to the formation of the	shed by U.S. Mu herein, includin ot it is approved ation and to con d to release info PACITY AS AN O ESS CONSUMER IETOR AND/OR IE OF SUCH CRE	usic Corp. from g but not limit. Applicant he firm on a conimation to other of AP CREDIT REPORT (GUARANTOR) EDIT REPORT (n time to time, all of viced to change of own treby authorizes U.S. tinuing basis the info her creditors regarding PLICANT, AND INDIVING TON THE INDIVING TONNECTION WITCONSISTENT WITH T	which are incorporal ership, address or to Music Corp. to chec mation contained o ig Applicant's credit IDUALLY FOR THE L UAL UNDERSIGNED H THE EXTENSION O HE FEDERAL FAIR C	ted herein belephone nuck Applicant'n this Applicant experience IMITED PUR, IN ORDER DE BUSINES	y reference, and to a mber. Applicant under scredit history and tration including but r with U.S. Music Corpose OF AUTHORIZ TO FURTHER EVALU. S CREDIT. THE UNDIRTING ACT AS CONTRACT	dvise U.S. Muserstands that U. Trade and bank Trade U.S. Music Trade and bank Trade U.S. Music Trade and bank Trade U.S. Music Tr	c Corp. of any mater S. Music Corp. will references from time minding a copy hereof SIGNED IS EXECUTING CORP. TO OBTAIN TWORTHINESS OF SIAN INDIVIDUAL, HER.S.C. @ 1681, et. see
I Company Name					ıthorize	d Agent Signa	iture	Date
. ,						5 5		
rantor expressly waives notice fobligations of Guarantor hereur deduction of any obligation, or ar rantor against U.S. Music Corp. aunder and shall have the right extent Applicant makes a paymeferential, set aside or required tiable cause, then to the extent einstated as of the date such in the may be incurred by U.S. Musinge of one and one-half (1 ½%) b. by Guarantor under this Guar shall inure to the benefit of U.S. ranty shall be governed by and JRT LOCATED WITHIN THE STAT YY U.S. MUSIC CORP. AND FURTITIONESS to the singular shall be considered.	nder shall not be ny defense of an In the event of to proceed first ent or payments d to be repaid to of such paymen itic Corp. in enfor percent per mo anty until collec . Music Corp., it interpreted with E OF ILLINOIS, HER WAIVES AN	e affected, exc y kind or nature f a default by against Guara s to U.S. Musio o Applicant, its to repaymene eduction, or so cring this Guara both, or the hi ted. This Guara ss successors, n the laws and COUNTY OF C IY RIGHT TO 1	rused, modified or im irre which Guarantor I Applicant on its oblig- ntor, without proceed Corp., which payme sestate, trustee, recent, the Liabilities or patisfaction occurred. antly or protecting its ghest rate permitted irranty shall be bindin assigns, affiliates, ar decisions of the Stat COCK AND WAIVES A	paired upon the har paired upon the har pais or may have aga ations to U.S. Music ing with or exhaust nt or payments, or iver or any other pa portion thereof which Guarantor agrees to rights following an by law, whichever is g upon Guarantor, G d shareholders and e of Illinois. GUAR, NY RIGHT IT MAY H	pening, from the period of the	in time to time of amint or U.S. Music Cor Music Corp. may proper remedies it may hereof, are subsequently bankruptcy law, spaid, reduced, or saits, expenses, and fethe part of Guaranto be assessed on any selirs, successors, assigned by U.S. Music SENTS TO THE JURIS NGE THE VENUE OF	y event. No set p. shall be avail coeed directly to aver. Guarantor thy invalidated, tate or federal tisfied by such a ses, including rest, including rest, including rest, including rest, guarantor a amount due and signs, and repreforp. Without n SDICTION OF AI ANY LITIGATIO	-off, counter-claim able hereunder to enforce its rights further agrees that I declared to be fraudu aw, common law, or imount so repaid sha asonable attorneys' for grees that an interes! I owing to U.S. Music sentatives and survivotice to Guarantor. THY STATE OR FEDERAN BROUGHT AGAINS
Print Name			H	ome Address				
Signature		Dat	e					
Print Name			Н	ome Address				
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US	M	Vashla	wn. Par	MANUARY M	arsha	ll Randi		

TERMS AND CONDITIONS

In consideration of the extension of credit by U.S. Music Corp. to Applicant and by signing the Application on the reverse side hereof, Applicant agrees to the following terms and conditions, which terms and conditions are a part of this Application:

- Upon approval of this Application, U.S. Music Corp., in its sole discretion, and notwithstanding any request of the Applicant, may 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.
- All purchases by Applicant of goods and/or services from U.S. Music Corp. will be made in accordance with the terms and conditions of this Application and any invoices and/or other documents evidencing Applicant's obligations to U.S. Music Corp., all of which are incorporated herein by this reference. Applicant agrees and understands that U.S. Music Corp., at its sole discretion may change these Terms and Conditions.
- Payment of the purchase price for goods and/or services acquired from U.S. Music Corp. 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 to U.S. Music Corp. on all invoices shall become due in full immediately upon default in the payment of any invoice.
- Applicant agrees to pay interest in the amount of 1-1/2% per month, or the highest rate permitted by law, whichever is less, on any payment remaining unpaid after the due date until collected. Applicant agrees to pay all costs of collection incurred by U.S. Music Corp., including attorneys' fees and expenses, should a default in payment or any other obligation of Applicant occur.
- Applicant will not return any products to U.S. Music Corp. unless U.S. Music Corp.'s customer service department has authorized such return. Applicant shall pay U.S. Music Corp. a twenty percent (20%) restocking fee for all products returned. All shipments will be F.O.B. shipping point. All returned checks are subject to a \$50.00 charge.
- This application shall be governed by, enforced, and interpreted in accordance with the laws of the state of illinois in the event of any controversy or claim arising out of or relating to this application, any credit extended by U.S. Music corp. To applicant or any other issue. The undersigned consents to the jurisdiction of any state or federal court located within the state of illinois, county of cook and waives personal service of any and all process upon it and consents that all such service of process be made by registered or certified mail directed to it at the address in this application and that services so made shall be deemed to be completed five (5) days after the same shall have been posted to the undersigned's address. The undersigned hereby waives any right it may have to change the venue of any litigation brought against it by u.S. Music corp. In accordance with this paragraph and any right to trial by jury.
- Applicant agrees to neither order nor accept goods from U.S. Music Corp. while Applicant is insolvent within the meaning of Section 1-201(23) of the Uniform Commercial Code ("UCC"). Every order placed, or delivery accepted, while the Applicant is insolvent shall constitute a written misrepresentation of solvency to U.S. Music Corp. within the meaning of Section 2-702(2) of the UCC, or any successor Section of the UCC.
- If this Application is not approved in full or if any other adverse action is taken with respect to Applicant's credit with U.S. Music Corp., Applicant has the right to request within 60 days of U.S. Music Corp.' notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within 30 days of said request. The federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit Applicants on the basis of race, color, religion, national origin, sex, marital status or age (provided that the Applicant has the capacity to enter into a binding contract); because all or part of the Applicant's income derives from any public assistance programs; or because the Applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning the creditor is the Federal Trade Commission, Washington, D.C.
- To secure payment and performance of all obligations, Customer herby grants U.S. Music Corp. a continuing money security interest and lien in all inventory, equipment, and goods manufactured by or distributed by U.S. Music Corp., whenever sold, consigned, leased, rented or delivered, directly or indirectly, to or for the benefit of Customer by U.S. Music Corp., wherever located, now owned and hereafter acquired including but not limited to all U.S. Music Corp. brands, "Washburn", "Oscar Schmidt", "Sound Tech", "Parker", "Eden", "Phonic", "Jay Turser", "Hagstrom", "Mano Percussion", "Profile", Quik Lok", "Ministar", "Randall" and "Marshall"; and all replacement parts, accessories and supplies including repossessions and returns; and all proceeds from the sale, lease or rental thereof; and all existing or subsequently arising accounts and accounts receivable, all books and records, and supporting obligations which may from time hereafter come into existence during the term of this Security Agreement. U.S. Music Corp.'s security interest is explicitly limited to outstanding obligations between U.S. Music Corp and Customer. Customer will not subject the Collateral to any adverse encumbrance or lien, or sale or other than as approved in writing by U.S. Music Corp. including through this Agreement. If Customer fails to timely make any payment, U.S. Music Corp. may repossess and remove any Product(s) from Customer with or without notice. Customer will not locate the Collateral at any locations other than as known to U.S. Music Corp. Customer will promptly advise U.S. Music Corp. of any change of Customers name or business nature, location, and business openings and closings. The following constitute Customer defaults: Non-payment in timely fashion of customer's indebtedness to U.S. Music Corp. bankruptcy, insolvency, or assignment for the benefit of creditors; misrepresentation in respect of any provision of this or any Agreement between U.S. Music Corp. and Customer. In the event of default U.S. Music Corp. may declare all unpaid balances due and payable and or may require Customer to assemble the collateral and make it available to allow U.S. Music Corp. to take possession or dispose of the collateral. Customer authorizes Secured Party to file a financing statement describing the collateral. Applicant hereby irrevocably appoints U.S. Music Corp. as its true and lawful attorney and agent-in-fact to sign and file all financing statements required to be filed to perfect the security

Acknowledgment of terms and conditions:			
_	Position	Signature	Date
Doc Revision 11-03-10			











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