

Blanket Certificate of Resale:

This is to certify that all material, merchandise, or goods purchased by the undersigned from Brooke Distributors, Inc. after _____ is purchased for the following purpose:

- Resale as tangible personal property
- To be incorporated as a material or part of other tangible personal property to be produced for sale by manufacturing, assembling, processing or refining
- To be exported for sale, use, or consumption outside the continental limits of the United States
- Other: _____

This certificate shall be considered a part of each order which we shall give provided such order contains our certificate number. This certificate is to continue in force until revoked.

Certificate #: _____ By: _____ Title: _____
Signature

Agreement on Terms and Conditions of Sale:

In consideration of Brooke Distributors, Inc. (Brooke) accepting Dealer's application for credit, and in consideration of any extension of credit by Brooke to Dealer, and in consideration of any sale of goods to Dealer by Brooke, Dealer, intending to be legally bound hereby, agrees as follows:

1. Credit: Brooke may, but shall not be bound to, extend credit to Dealer, and Brooke may, in its discretion, modify or withdraw at any time credit terms extended by it to Dealer.
2. Terms and Conditions of Sale: Any Sale of goods by Brooke to Dealer shall be governed solely by the conditions of sale appearing on the invoices or order acknowledgment forms of Brooke or otherwise established from time to time by Brooke. Any additional or different conditions of sale appearing in Dealer's purchase order forms or elsewhere are hereby superseded by Brooke's conditions of sale.
3. Delay: Dealer's acceptance of goods shall constitute a waiver by Dealer of any claim of delay or late delivery by Brooke.
4. Interest on Late Payment: In the event that any obligation of Dealer to Brooke is not paid on the due date thereof, Brooke shall be entitled to charge Dealer interest on the full amount of the unpaid obligation at a rate of 1.5% per month (18% per annum), but not in excess of the lawful maximum, commencing on the due date of the obligation and continuing until the obligation is paid in full.
5. If the Dealer is a corporation, partnership, Limited Liability Company or professional association, the party signing the credit application on behalf of the Dealer agrees to be jointly and severally liable for all sums due herein. Further, the Dealer hereby grants a security interest in the products sold herein and agrees that Brooke Distributors, Inc. is hereby granted a limited power of attorney to execute UCC-1 Financing Statement on the Dealer's behalf and to record the Financial Statement in the Public Record and to take such other actions necessary to perfect Brooke Distributors, Inc.'s security interest.
6. Attorneys' Fees: In the event that Brooke shall determine, in its sole discretion, to use the services of an outside collection agency or attorney to collect any past due obligations of Dealer, Dealer agrees to pay, in addition to the past due obligation, the additional sum of 25% of the past due obligation, together with any actual cost incurred by Brooke constituting the cost of such collection agency or attorney.
7. In the event that litigation or legal proceedings are instituted, The Dealer to whom open account was extended agrees and authorizes that venue will be proper and acceptable in Dade County, Florida. Dealer by consenting to this jurisdiction waives any pleas relating to residency, and additionally, waives personal service of process, and consents that service may be by registered or certified mail, return receipt requested to the Dealer at the address set forth in the credit application.

By signing below, Dealer accepts and agrees to all of the provisions set forth above as of the date of the credit application.

DEALER: By: _____ Title: _____
Signature

Personal Guaranty:

In consideration of Brooke Distributors, Inc., hereinafter referred to as the Company, to extend credit to _____, hereinafter called the Dealer/Debtor, I/We hereby Guarantee the payment of any account due or to become due by said Dealer/Debtor to Company, including actual attorney's fees which might be incurred in the collection of such account. This Guarantee shall include all merchandise sold by Company to Dealer/Debtor and shall include all past due balances, current balances, and future sales and credit hereafter extended by Company to the Dealer/Debtor. This Guarantee shall remain in full force and effect until revoked in writing by the Guarantor(s) hereof in the same manner by which this Guarantee has been made. Upon receipt of revocation, all prior balances on the Dealer/Debtor's account will be held liable under this Agreement.

Executed at _____ on this _____ day of _____, 20_____.

Witness(es):

Individually and as Guarantor:

Signature (Individually)

Print Name and Individually as Guarantor Social Security Number

Address

Signature (Individually)

Print Name and Individually as Guarantor Social Security Number

Address