

LINE OF CREDIT AND SECURITY AGREEMENT

THIS LINE OF CREDIT & SECURITY AGREEMENT (the "Agreement"), made this ____ day of _____, 201_, by and between GETSCO, Inc., (hereinafter referred to as "Creditor") and _____ (hereinafter collectively referred to as "Debtor").

I. LINE OF CREDIT & ACCOUNT. Debtor has requested and received a Line of Credit ("Line of Credit") and Account ("Account") with Creditor subject to the terms and conditions of this Agreement.

II. CREDIT LIMIT. The Account will be subject to a specified dollar limit ("Credit Limit"). Debtor promises to maintain the Account within the Credit Limit and make all scheduled payments subject to the terms of this Agreement. Creditor may raise or lower the Credit Limit in its sole discretion. Debtor may request information concerning the Credit Limit by contacting the Creditor Administrator described herein.

III. BILLING TERMS. Unless mutually agreed upon by the parties, Debtor is subject to Net 30 billing terms. Debtor will pay all amounts charged to the Account on or before the required due date. Failure to pay within the required period will be an incident of Default and result in the institution of any Interest, Late Charges, Attorney Fees, and other costs of collection as described in this Agreement.

IV. PURCHASE ORDERS. If a purchase is made in connection with the Account, GETSCO will undertake its best effort to reflect the purchase order number on its Invoices. Any purchase charged to the Account shall be governed by the terms of this Agreement and any other terms or conditions stated on purchase orders or procurement documents shall not apply unless accepted by the Credit Administrator in writing and prior to shipment. Upon request, Creditor shall furnish Debtor with copies of Sales Orders and Invoices detailing the products purchased under the Account and amount due under the Account.

V. AUTHORIZED PURCHASERS. Debtor agrees that Creditor may rely upon all reasonable representations of persons representing themselves to be Debtor's authorized agents with authority to make purchases against the Account unless Debtor provides Creditor with an authorized list of purchasers in writing. Purchases and/or deliveries under the Account are authorized to be made without signature.

VI. RETURN POLICY. All orders placed for non-stock goods are final unless Creditor, at its sole discretion, authorizes and accepts their return. Debtor will incur any delivery and handling fees and reimburse Creditor for any costs incurred in connection with your return of goods. Goods returned in a saleable condition and accepted by Creditor will be credited to the Account.

VII. PAYMENT APPLICATION. Debtor agrees to make payments on the account when due. Each payment on the Account will be applied first to any Interest, Late Charge, Return Check Fee, Attorney Fee, or any other charge excluding purchase and then applied to all other unpaid purchases on the Account in the order of which they were made.

VIII. RETURN CHECK CHARGE. Creditor may impose a charge of \$35 for each check received in payment on the Account which is returned to Creditor as unpaid or for insufficient funds.

IX. INTEREST & ATTORNEY FEES. If Debtor fails to make payment when due, Interest will be assessed beginning on the date due and continuing everyday thereafter until all amounts due on the account are paid in full. Interest will be assessed at an **ANNUAL PERCENTAGE RATE OF 18% APPLIED MONTHLY AT A RATE OF 1.50%**, of the total balance due under the Account. If Debtor is in default of this Agreement, Debtor agrees to reimburse Creditor for reasonable Attorney Fees associated with collection of account, not to exceed fifteen percent (15%) of the outstanding balance of the account, and all other court costs available under Chapter 6 of the North Carolina General Statutes.

X. ASSIGNMENT. Creditor may sell, assign, or transfer any or all of the Account or any balances due thereunder without prior notice to Debtor. Unless provided with written consent by Creditor, Debtor is prohibited from selling, assigning, or transferring the Account or any of obligations under this Agreement.

XI. POWER OF ATTORNEY. Debtor authorizes Creditor and does hereby make, constitute, and appoint Creditor and its respective officers, agents, successors and assigns with full power of substitution as such Debtor's true and lawful attorney-in-fact with power to complete the following: sign and endorse any note, check, draft, money order, or other instrument of payment due from the Debtor's account and Collateral; sign and endorse any financing statement pursuant to the Uniform Commercial Code or any Invoice, freight or express bill, bill of lading, storage or warehouse receipt, and notice in connection with the Debtor's Account and Collateral; pay or discharge taxes, liens, security interests of other encumbrancers; execute and

deliver any documents which the Creditor deems necessary to protect and preserve the Collateral and Security Interest granted to Creditor.

XII. CONSTRUCTION & SEVERABILITY. This Agreement shall not be construed against the party preparing it, but shall be construed as if all parties jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against any one party. The parties agree that if any provision of this Agreement should become inconsistent with present or future law having jurisdiction over and otherwise properly governing the subject matter of the provision, such provision shall be deemed to be rescinded or modified in accordance with any such law. In all other respects, the parties agree that the other provisions of this Agreement shall continue and remain in full force and effect.

XIII. DEBTOR'S COVENANTS & WARRANTIES. Debtor covenants, warrants, and agrees that so long as this Agreement is in effect and until payment and performance in full of all obligations and indebtedness arising hereunder, unless Creditor shall otherwise give its prior written consent, Debtor shall perform and comply with the following: (a) Debtor agrees to make available all credit, financial, banking, and accounting records and to discuss Debtor's financial affairs or the financial affairs of Debtor's principals, owners, or Guarantors with Creditor, or any authorized representative of Creditor, as may be deemed necessary by Creditor; (b) Debtor shall maintain or cause to be maintained in good condition all Collateral used in the Debtor's business operations; (c) Debtor authorizes and agrees that it shall permit Creditor, or any authorized representative of Creditor, to visit and inspect the Collateral; (d) unless provided with prior written consent from Creditor, Debtor is prohibited from disposing, selling, or transferring any Collateral which Creditor maintains a Security Interest; Debtor agrees that it shall maintain or cause to be maintained, with a financially sound and reputable insurance carrier, liability and property damage insurance policies with respect to the Collateral. Creditor shall be named as an additional insured or loss payee in form and substance acceptable to Creditor. Debtor shall provide a copy of insurance policy and contact information for Debtor's insurance agent to Creditor. If the Debtor fails to pay the premium on any such insurance, the Creditor may do so for the Debtor's account adding the amount thereof to the debt secured hereby.

XIV. DEFAULT & REMEDIES. Debtor shall be in default of this Agreement if it fails to perform any condition of this Agreement; provides false or misleading statements to Creditor; or becomes the subject of bankruptcy, insolvency, reorganization, liquidation, or receivership proceedings in which Debtor is alleged to be insolvent or unable to pay its debts as they mature; then, upon the occurrence of any of the above events, the Creditor may declare the unpaid balance of the Account immediately due and payable without demand or notice, reduce the unpaid balance of the Account and all advances and liabilities to judgment, and, proceed to exercise one or more of the following rights or remedies: right to declare all the rights and remedies under the Uniform Commercial Code of the state where such rights and remedies are asserted, or under other applicable law; right to sell, assign, lease, or otherwise dispose of all or any Collateral in which Creditor holds a security interest; Debtor shall be liable to Creditor and shall pay to Creditor on demand any deficiency that may remain after such sale, disposition, collection, or liquidation of the Collateral. All of Creditor's rights and remedies are cumulative and non-exclusive.

XV. SECURITY INTERESTS/LIEN RIGHTS. To secure payment and performance of the Debtor's obligations and indebtedness under this Agreement, the Debtor agrees to grant Creditor a Security Interest in favor of Creditor against Collateral identified in this Agreement. Debtor grants Creditor a purchase money security interest in all goods purchased under the Account. Creditor may record a materialmen's lien against real property improved by goods charged to the Account. Debtor agrees not to execute a lien waiver agreement affecting Creditor's materialmen's lien rights without prior written authorization from Creditor.

XVI. FINANCING STATEMENT. Debtor hereby authorizes the filing of such financing statement(s) and related documents as Creditor may deem necessary to perfect the Security Interest described herein. Debtor further agrees to provide all documents and information as Creditor deems necessary to perfect the Security Interest described herein.

XVII. COLLATERAL. To secure payment and performance of the Debtor's present and future obligations and indebtedness under this Agreement, Debtor hereby grants to Creditor a Security Interest in and to all of the following property ("Collateral") of Debtor now owned of hereafter acquired: (a) all inventory, including, without limitation, all new materials, work in progress, or materials used or consumed in Debtor's business operation; (b) all equipment and other goods wherever located of whatever kind, make, model, brand or nature together with all trade-ins, accessions and rights relating to and all proceeds thereof; (c) if Debtor is engaged in the practice of farming, all farm products which include, but are not limited to; (i) all crops

grown, growing, or to be grown, including crops produced on trees, vines and bushes as well as aquatic good produced in aquacultural operations; (ii) all livestock, born or unborn including, but not limited to, aquatic goods produced in aquacultural operations; (iii) all supplies used in the Debtor's farming operations including, but not limited to, all seed, fertilizer, feed, medicines, harvested and stored crops, milk and other supplies or products used or produced; and (iv) all products of crops or livestock in their unmanufactured states; (d) all accounts, general intangibles, chattel paper, leases, instruments, investment property, documents, agreements, drafts, acceptances, milk contract rights, and all other forms of obligations or receivables and all bills of lading, dock warrants and receipts, warehouse receipts, and any other document; (e) any other or additional assets of Debtor in which Debtor may have heretofore granted or may hereafter grant Creditor a security interest; and (f) all proceeds of any or all of the foregoing, including, without limitation, insurance proceeds. All terms used in the preceding sentence which are defined the Uniform Commercial Code shall have the meaning described to them therein.

XVIII. REIMBURSEMENT OF EXPENSES. Debtor agrees to reimburse Creditor for all filing, recording, lien search fees, and reasonable attorney fees incurred in connection with this Agreement. All reimbursable expenses, including without limitation expenses incurred in connection with the exercise of Creditor's remedies following an Event of Default, shall be considered advances hereunder and shall be added to the balance due on the Account.

XIX. WAIVER. Failure of Creditor to exercise any right or remedy, including but not limited to the acceptance of partial or delinquent payments, shall not be a waiver of any obligation of Debtor or right of Creditor or constitute a waiver of any other similar default subsequently occurring.

XX. MODIFICATION. This Agreement shall not be modified by any party by oral representation made before or after the execution of this Agreement. All modifications must be made in writing and signed by the party to be charged therewith.

XXI. CANCELLATION. Creditor and Debtor each have the right at any time to cancel the Account. Request for cancellation by the Debtor must be delivered via certified mail to the Secretary/Treasurer at the mailing address described in this Agreement. In the event of cancellation, the terms and conditions of this Agreement shall continue in effect until all amounts owed on the Account are paid in full.

XXII. WARRANTY DISCLAIMER. Creditor disclaims any EXPRESSED OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE except those specifically provided by suppliers and vendors of products sold by Creditor. Creditor shall not be liable for any incidental or consequential damages, nor for any damages or delays caused by circumstances beyond our control, including, without limitation, labor problems, shortage of goods, or raw materials, fire, flood, weather, or other acts of God.

XXIII. GOVERNING LAW. This Agreement is to be interpreted, enforced and governed by and under the laws of the State of North Carolina, without giving effect to the conflict-of-laws, rules and principles thereof.

XXIV. AUTHORITY. The undersigned acknowledges that he/she has authority to execute this Agreement and act on behalf of the sole proprietorship, partnership, limited liability company, corporation or other business entity associated with the Account.

XXV. ENTIRE AGREEMENT. This written Agreement contains the entire understanding between the parties in connection with the Agreement, and it supersedes and replaces all prior negotiations, agreements, or representations between the parties, whether written or oral.

XXVI. MAILING ADDRESS. GETSco, Inc. attn. Credit Administrator, P.O. Box 159. Middlesex, North Carolina, 27557.

PERSONAL GUARANTY

Guarantor does hereby absolutely and unconditionally, guarantee to the Creditor, or as the case may be, its successors and assigns, payment and performance of all Debtor's obligations due and owing under the Agreement, and all modifications and extensions thereof, including without limitation prompt payment of any and all sums due and owing under the Agreement. If suit is brought by the Creditor to enforce collection of any unpaid balances due under the Agreement the Guarantor hereby expressly agrees to pay all costs of collection, including reasonable attorney's fees incurred by the Creditor, due under the Agreement. The Guarantor hereby expressly waives any right to require the Creditor to bring an action directly against the Debtors or any other person or to require the Creditor to resort to or realize on any other security which may secure the obligations of the Debtors prior to the Creditor calling upon the Guarantor to fulfill his obligations under this Guaranty. The Guarantor specifically acknowledges that his liabilities and obligations hereunder are primary rather than secondary, recognizing that the terminology used herein is solely for the convenience in identification of the parties involved in this unconditional guarantee.

Guarantor Signature _____

Printed Name _____ SSN _____ Date _____

Address _____

Guarantor Signature _____

Printed Name _____ SSN _____ Date _____

Address _____

Guarantor Signature _____

Printed Name _____ SSN _____ Date _____

Address _____

Signature _____

Printed Name _____ Title _____ Date _____

Signature _____

Printed Name _____ Title _____ Date _____