



# CREDIT APPLICATION

For the purpose of obtaining merchandise from ICT International Cellular Telephone, Inc. on credit, the following statement in writing is made by the applicant(s) signed below and ICT International Cellular Telephone, Inc. relies on all information as correct. Applicant(s) hereby authorize a release of credit information from any of the banks or references given below to ICT International Cellular Telephone, Inc. for the purpose of inquiring about credit history and status, as well as authorizing ICT International Cellular Telephone, Inc. to investigate credit history and status of principal owners, stockholders, officers through Equifax credit information services. Upon approval of this application, applicant agrees to notify ICT International Cellular Telephone, Inc. in writing within five days of any changes of ownership, address, telephone, authorized purchasing agent(s), banks, transfer or listed assets, or other facts set forth.

## COMPANY OVERVIEW

Legal Company Name  
Address  
Telephone Number  
Date Established  
Federal Employer Number

DBA Name  
City State Zip Code  
Fax Number  
Corporation, Partnership or Sole Proprietorship  
Tax Identification Number

## PRINCIPAL STOCKHOLDER, OWNERS, PARTNERS

Name  
Home Address  
Telephone Number  
Social Security Number  
Driver's License Number  
Date of Birth

Name  
Home Address  
Telephone Number  
Social Security Number  
Driver's License Number  
Date of Birth

## BANK REFERENCES

Financial Institution  
Address  
City State Zip Code  
Contact - Telephone Number  
Account Number

Financial Institution  
Address  
City State Zip Code  
Contact - Telephone Number  
Account Number

## TRADE REFERENCES

Company Name  
Contact - Telephone Number  
Company Name  
Contact - Telephone Number

Company Name  
Contact - Telephone Number  
Company Name  
Contact - Telephone Number

**INTERNATIONAL CELLULAR TELEPHONE, INC.**

7875 N.W. 29th St. • Miami, FL 33122 • Tel.: (305) 640-2424 • Fax: (305) 640-2420

# SECURITY AGREEMENT

Customer hereby grants ICT International Cellular Telephone, Inc. a security interest in (I) the Collateral: cellular telephones, cellular accessories, and radios, and (II) all proceeds thereto. For the purpose of this Agreement, proceeds includes all payments and contract rights received or receivable by Customer on account of the sale of any goods purchased from ICT International Cellular Telephone, Inc. including such payments and rights received or receivable from any third party and all other proceeds under the Uniform Commercial Code. Customer agrees to keep collateral at the location described on the reverse of this agreement. All payments received by ICT International Cellular Telephone, Inc. from Customer shall be credited, once payment is irrevocable, first to any amounts owed for goods which Customer has already sold in its ordinary course of business, and next, pro rata, to the unpaid charges on the oldest invoices which has not been paid in full. Customer agrees to pay ICT International Cellular Telephone, Inc., upon demand, all expenses of ICT International Cellular Telephone, Inc. in connection with the perfection or enforcement of its security interest created herein, including all filing fees, bank fees, and all fees associated with ICT International Cellular Telephone, Inc.'s attempt to collect any overdue amounts, whether successful or not, including reasonable attorney fees.

## UNCONDITIONAL GUARANTY

For valuable consideration, receipt of which is hereby acknowledged, \_\_\_\_\_ (Print Name), hereinafter referred to as Guarantor, hereby unconditionally guarantees to ICT International Cellular Telephone, Inc., hereinafter referred as Obligor, will fully and promptly pay and discharge all of its present and future obligations to Oblige, or Oblige's assigns, in connection with Obligor's purchase of products from Oblige or as a result of any and all other transactions or situations by and between Obligor, all such indebtedness and liabilities of the Obligor hereinafter referred to as the obligations. Should Obligor fail to promptly pay its obligations when due, the Guarantor will become immediately liable for said obligations on the terms and conditions herein.

Guarantor waives any rights to require Oblige or its assigns to 1) First proceed against the Obligor of Obligations due. 2) Proceed against or exhaust any security received by Oblige from Obligor or 3) Pursue any other remedy available to Oblige prior to proceeding against Guarantor. The obligations of Guarantor hereunder are independent of the obligations of the Obligor, and a separate action or actions may be prosecuted against Guarantor whether any action is brought against the Obligor or whether the Obligor be joined in any such actions or actions. Oblige may, without notice to Guarantor and without affecting Guarantor's liability hereunder, do any or all of the following: renew, extend, accelerate or otherwise change the time for payment of the obligations or otherwise change the terms of any obligation or Obligor to Oblige; hold security for payment of this Guaranty or any indebtedness or Obligor, and exchange, enforce, waive and release any such security, apply such security directly and order any manner of sale thereof as Oblige in its discretion may determine, and assign, without notice, this Guaranty in whole or in part. Guarantor waives any defenses arising by reason of any disability or other defense of Obligor or by reason of the cessation of any cause of the liability of Obligor, and waives the benefit of any statute of limitations applicable to any indebtedness of Obligor or to any liability of Guarantor hereunder.

Until such time as all obligations of Obligor to Oblige shall have been paid in full, Guarantor shall have no right of subrogation and waives any rights to enforce any remedy which Oblige now or may hereafter have against Obligor, and waives any benefit of any security now or hereafter held by Oblige to insure Obligor's performance. Guarantor waives all presentments for payment, demands for performance, protests, notices of protests, notices of dishonor, and notices of acceptance of this Guaranty, and of this existence, creation, or incurring of new additional indebtedness and waives the benefit of all exemptions and homestead laws. Any indebtedness of Obligor now or hereafter held by Guarantor is hereby subordinated to the indebtedness of Obligor to Oblige.

The validity of this Continuing Guaranty and any of its terms or conditions, as well as the rights and duties of the parties hereunder, shall be interpreted and construed pursuant to and in accordance with the law of the State of Florida. Any action at law or equity or judicial proceedings for the enforcement of this agreement or any provision thereunder shall be instituted only in the courts of the State of Florida, Dade County. The prevailing party in any action or proceeding shall be entitled to reasonable attorney's fees and costs. This Continuing Guaranty shall insure to the benefit of and bind the heirs, administrators, executors, successors, and assigns of Obligor and Guarantor. I hereby unconditionally and absolutely guaranty to ICT International Cellular Telephone, Inc. the prompt and full payment of all debts incurred by Obligor including interest and legal fees.

IN WITNESS WHEREOF, the undersigned has set his name and seal this \_\_\_\_\_ Day of \_\_\_\_\_, 19 \_\_\_\_\_

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Guarantor - Signature

\_\_\_\_\_  
Witness - Signature

\_\_\_\_\_  
Guarantor - Print Name

\_\_\_\_\_  
Witness - Print Name

State of \_\_\_\_\_

SS:

County of \_\_\_\_\_

Before me the undersigned, a Notary public for Dade County, State of Florida, personally appeared \_\_\_\_\_ and acknowledge the execution of the foregoing instrument this \_\_\_\_\_ Day of \_\_\_\_\_ year \_\_\_\_\_

\_\_\_\_\_  
(SEAL) Notary Signature

\_\_\_\_\_  
Print Name

My Commission expires: \_\_\_\_\_