

Legal Name of Store: FED ID #
Trade Name of Store:
Store Street Address: Town/City:
County: State: Zip Code:
Billing Address: E-Mail Address:
Telephone #: Fax #:
Type of Business:
State Board of Pharmacy License Number: Exp Date: (attach copy)

Type of Ownership: Corporation LLC Partnership Sole Proprietor
Owners:
Name: (F) (M) (L) Title: % of Ownership SS#
Home Address: Own Rent
Name (F) (M) (L) Title: % of Ownership SS#
Home Address: Own Rent

Do you own your store real estate? Yes Name on deed: Present Value:
No Monthly Lease Payment: Years Remaining:
Landlord: Telephone:
How long has present owner operated this business? Estimate amount of inventory:

Has applicant filed for bankruptcy either personally or on behalf of any business in the last ten (10) years? Yes No
If yes, date and court of filing: Credit Requested \$

Has there been or are there ongoing investigations concerning Applicant and/or any principal/partner by Medicaid, Medicare,
Third Parties or any government body? Yes No If "Yes", please indicate the name of individual, corporation/partnership, circumstances
and status:

Identify all outstanding obligations owed by Applicant and liens on applicant's assets (Notes, UCC's, chattel mortgages, pledges of inventory, pledging
of receivables). Include the type of lien, date filed, party secured, and current balance.

Bank Information

Name of Bank: Contact:
Phone: Account #: Account Type:
Loans Outstanding (Dollar Amount): Line of Credit:

List Three Major Trade Suppliers / Credit References (Must include current primary supplier)

Table with 4 columns: Name, Account #, Phone #, Avg. Purchases. Rows 1, 2, 3.

Required Attachments

- Copy of Rx Label
Copy of DEA Registration
Copy of the Two Most Recent Primary Supplier Statements
Completed Resale Certificate, Copy of State Sales Tax Registration/License

Established Business: A copy of your latest financial statement is beneficial in establishing a line of credit.

New Business: Please supply information regarding experience in this new line of business, personal credit references, and any other general
information, which may help to establish the credit record of this new business.

Owner's Signature: Date: / /

Owner's Name Printed:

Co-Owner's Signature: Date: / /

Co-Owner's Name Printed:

TERMS AND CONDITIONS

The undersigned agrees that the following terms and conditions are applicable to all purchases made by Applicant and shall constitute a contract between the Applicant and Burlington Drug Company, Inc. ("Burlington Drug")

1. Payments for purchases made from the 1st through the 15th of the month are due at Burlington Drug's office on the 25th of the **same month**. Purchases made from the 16th through the **end of the month** are due on the 10th of the **following month**. Terms other than stated above must be in writing and signed by all parties as an amendment to this contract.
2. Applicant warrants that all information set forth in this application is a true representation for the purpose of obtaining credit, goods, and services from Burlington Drug. Any willful misrepresentation shall constitute a default by the Applicant in its agreement with Burlington Drug, and shall result in disqualification of Applicant as a customer of Burlington Drug.
3. The signatories here to hereby authorize Burlington Drug to check our personal and business credit reports, and contact our credit references provided, and agree to release all persons, companies, or corporations using or supplying such information, including Burlington Drug, from any claims and/or losses that may result therefrom.
4. Burlington Drug may in its sole discretion, at any time, without prior notice, discontinue service, change Applicant's credit terms, cost of goods, discount, services or programs and require payment in cash before shipment of any and all merchandise. Applicant waives any and all claims against Burlington Drug for said conduct.
5. Applicant agrees to pay all invoices when due per the terms on the invoice and statement. Applicant further agrees to pay the 1.5% per month (18% per annum) finance charge/interest on past due invoices as stated in current policies on our invoices.
6. Applicant understands, accepts and agrees that in the event the Applicant issues or supplies a check and such check returns due to stopped payment or returns due to non-sufficient funds, Applicant shall be subject to a twenty-five dollar (\$25.00) service charge per rejection.
7. In case of default by Applicant, under this agreement with Burlington Drug, Applicant and Guarantor agree to reimburse all of Burlington Drug's reasonable costs of collection, including but not limited to, attorneys' fees, regardless of whether or not an action is commenced.
8. Burlington Drug's acceptance of any payment for less than the full amount of indebtedness owed (invoices, finance charges, interest and other charges) shall not constitute a waiver of Burlington Drug's right to collect the balance (notwithstanding any endorsement on any check or other instrument) and shall not be deemed an accord and satisfaction. Any waiver by Burlington Drug of any breach or default by Applicant shall not constitute a waiver of any subsequent or other breach or default.
9. Applicant agrees to notify Burlington Drug in advance of any change in ownership, transfer of company assets or other change in management or control of Applicant. Applicant further warrants that it shall not transfer/assign any open balance without the prior written consent of Burlington Drug. Upon the transfer of any ownership interest OR UPON A CHANGE IN MANAGEMENT OR CONTROL OF APPLICANT, Applicant agrees to immediately pay Burlington Drug all open invoices (whether or not due).
10. Applicant agrees to immediately notify of Burlington Drug in writing of any of the following events and/or circumstances affecting Applicant or its owners/operators: bankruptcy (business or personal), disciplinary hearing, suspension, licensing, legal proceedings, judgments, liens or any change in financial condition.
11. In the event Applicant submits more than one Credit Application to Burlington Drug, the terms of each will be binding upon Applicant. In the event any terms are in conflict, the terms of the most recently executed Credit Application shall be binding for that particular issue.
12. Applicant agrees to abide by Burlington Drug's Return Goods Policy (as may be amended from time to time) and accept credits according to said policy.
13. **GUARANTEE** – As an inducement to Burlington Drug to extend credit to Applicant, the undersigned personally unconditionally guarantees prompt and full performance of all obligations due and owing by Applicant to Burlington Drug under this and/or any other agreement with Burlington Drug now existing or hereafter arising. In the event of default, Burlington Drug and/or any holder hereof is authorized to proceed against the undersigned, without first having to proceed against Applicant, for the full amount due, including but not limited to, late payment charges and interest. The undersigned further agrees to reimburse Burlington Drug all costs of collection, including reasonable attorneys' fees, regardless of whether or not an action is commenced. Guarantor's obligations are absolute, unconditional and continuing. The undersigned waives presentment, demand, protest, notice of protest, notice of dishonor and any and all other notices or demands of whatever character to which the undersigned might otherwise be entitled, as well as any and all defenses to payment as permitted by law. The undersigned further consent to any extension granted by Burlington Drug and waives notice thereof. If more than one guarantor, the obligation of each shall be joint and several. Termination of this guarantee must be in writing, signed by Burlington Drug and undersigned, and in such event, shall only apply as to future obligations.
14. The undersigned, having the authority to bind the Applicant, acknowledges having read and reviewed this document, and further warrants, covenants and agrees to pay and perform all of the obligations secured by this Credit Application according to the stated terms.
15. Applicant agrees to promptly pay, when invoiced, all denied chargebacks for disallowed/ineligible contract pricing, and to look solely to the relevant manufacturer(s) and/or buying group(s) for redress (i.e. in the event a manufacturer disputes contract pricing, Applicant will be credited with the amount paid and will be re-billed at the non-contract price in effect at the time the product was shipped to Applicant). Said procedure shall apply regardless of the date that Applicant is notified by Burlington Drug of said denial and regardless of whether Burlington Drug publishes a lower price than is ultimately invoiced.
16. Applicant agrees to defend indemnify and hold Burlington Drug and its directors, officers, shareholders, employees and agents harmless from and against any and all claims, liabilities, losses, damages, costs, and expenses (including without limitation reasonable attorneys' fees) arising directly or indirectly out of: (a) the fraud, intentional misconduct, omission or negligence of, or breach of this Credit Application and/or any other agreement by Applicant; and (b) the marketing, storage, distribution, sale or use of products sold to Applicant by Burlington Drug, including claims for personal injury, death and/or property damage.
17. Applicant acknowledges that Burlington Drug may communicate with Applicant via writing, telephone, facsimile and email.
18. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.
19. This agreement shall be construed and interpreted in accordance with the internal laws of the State of Vermont, at the election of Burlington Drug. The parties consent to the jurisdiction and forum of the courts of the State of Vermont and agree to designate the venue to be in State or Federal Court in the State of Vermont, as Burlington Drug shall so choose.

Legal Name of Store / Customer

Guarantor's Signature (as per paragraph 13)

Guarantor's Printed Name

Guarantor's Signature (as per paragraph 13)

Guarantor's Printed Name

Owner's Signature

Date

Owner's Signature

Date

rev. 08/16

FAXED / EMAILED COPIES WILL NOT BE ACCEPTED

ORIGINAL DOCUMENTS ONLY

BURLINGTON DRUG COMPANY, INC – SECURITY AGREEMENT

In order to secure any indebtedness of the undersigned (hereinafter referred to as "Debtor" / "Guarantor"), due and owing to BURLINGTON DRUG COMPANY, INC. (hereinafter referred to as "Secured Party"), whether now existing or hereafter arising, including but not limited to, all future advances or loans which may be made at the option of Secured Party, for valuable consideration, Debtor hereby grants and conveys to Secured Party a security interest in all of Debtor's accounts receivable/third party payments now owed or that may hereafter arise, all inventory, equipment, fixtures, furniture, documents, instruments, promissory notes, furnishings, insurance payments and proceeds, prescription records, bank accounts, deposit accounts, cash on hand, telephone numbers, contract rights, any other tangibles and/or general intangibles, and the proceeds on any of the foregoing, now owed or that may hereafter arise, all increases, substitutions, replacements, additions and accessions thereto (the "Collateral").

Debtor warrants, covenants and agrees to perform all of the obligations secured by this agreement according to their terms; to defend title to the Collateral against all persons and against all claims and demands whatsoever; which Collateral, except for the security interest granted hereby, is lawfully owned by the Debtor and is now free and clear of any and all liens, security interests, claims, charges, encumbrances, taxes and assessments; to furnish assurance of title upon demand by the Secured Party; to retain possession of the Collateral; not to sell, exchange, assign, loan, deliver, lease, mortgage, or otherwise dispose of the Collateral without the written consent of Secured Party; to keep the Collateral at the location specified below and not to remove without the prior written consent of Secured Party (except in the usual course of business); to keep Collateral free and clear of all liens, charges, encumbrances, taxes and assessments; to pay all taxes, assessments, and license fees when due; and to keep the Collateral fully insured against loss by fire, theft and other casualties. Debtor further warrants that it shall not transfer/assign any open balance without the prior written consent of Secured Party. Upon the transfer of any ownership interest OR UPON A CHANGE IN MANAGEMENT OR CONTROL OF APPLICANT, Debtor agrees to immediately pay to Secured Party all open invoices (whether or not due).

The parties further agree that any waiver or acquiescence in any default by Debtor, or failure of Secured Party to insist upon strict performance by Debtor of any warranties or agreements in this Security Agreement shall not constitute a waiver of any subsequent or other default or failure. The parties further agree that the Uniform Commercial Code shall govern the rights, duties and remedies of the parties and any provisions herein declared invalid under law shall not invalidate any other provision of this agreement.

Debtor will be in default of its obligations to Secured Party should it fail to pay any open invoices, note payments, late charges or related charges; otherwise fail to comply with or perform any provision of this or any other agreement with Secured Party; provide false or misleading representations in connection with this or any other agreement with Secured Party; subject the Collateral hereunder to levy of execution or other judicial process; or if any insolvency proceeding is commenced by or against Debtor.

Upon a default of Debtor and at the option of Secured Party, the obligations secured by this Agreement shall immediately become due and payable in full without notice or demand, and Secured Party shall have all the rights, remedies and privileges with respect to repossession, retention and sale of the Collateral and disposition of the proceeds as are accorded by the applicable sections of the Uniform Commercial Code. Upon any default and upon demand, Debtor shall assemble the Collateral and make it available to the Secured Party at the place and time designated in the demand. Notice shall be provided by first class mail to the address identified below. Upon any default, Secured Party's reasonable attorneys' fees and costs for receiving, taking, keeping, storing, advertising and selling the Collateral shall be chargeable to Debtor. Debtor shall remain liable for any deficiency resulting from a sale of the Collateral and shall pay any such deficiency forthwith on demand. If Debtor shall default in the performance of any of the provisions of this agreement, Secured Party may perform same for Debtor's account and any monies expended in so doing shall be chargeable with interest to Debtor.

Secured Party may assign this agreement and, if assigned, the assignee shall be entitled, upon notifying the Debtor, to performance of all of Debtor's obligations and agreements hereunder and the assignee shall be entitled to all the rights and remedies of the Secured Party hereunder. Debtor will assert no claims or defenses Debtor may have against the Secured Party against the assignee.

Debtor hereby authorizes Secured Party or its agents or assigns to execute and file, without the signature of Debtor, one or more such financing statements, if permitted, in the relevant jurisdiction(s). This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This agreement shall be construed and interpreted in accordance with the internal laws of the State of Vermont. The parties consent to the jurisdiction and forum of the courts of the State of Vermont and agree to designate the venue to be in either State or Federal Court in Vermont.

Security Interest: Guarantor hereby grants Secured Party, and Secured Party hereby retains, a purchase money security interest and lien in and to the products, wherever located, and all replacements or proceeds of the products, until the invoice for the applicable products is paid in full, including any late charges and costs of collection. Guarantor consents to Secured Party's use of this Agreement, as well as product invoices, as financing statements for protecting this security interest and hereby appoints Secured Party as Guarantor's agent for service of process.

Supply Interruption; Force Majeure: Secured Party may suspend deliveries of products under this Agreement and is not responsible for failure to fulfill its obligations under this Agreement in the case of acts of god, war, natural disaster, acts of terrorism, acts of government, fire, explosion, labor disputes, inability to obtain products, interruptions or shortages of supply of products, deficiencies in raw materials or transportation, national emergency, or any cause beyond the control of Secured Party (a "Force Majeure Event"). If a Force Majeure Event occurs, Secured Party may suspend or cancel any deliveries in whole or in part without liability to Guarantor by notifying Guarantor. In addition, Secured Party may allocate orders for product among its customers from emergency supply inventories and reduce or otherwise adjust Guarantors orders accordingly without liability to Guarantor by notifying Guarantor.

Disclaimer of Warranty; Limitation of Liability: Guarantor acknowledges that Secured Party is a wholesale distributor of the products and is not a pharmaceutical manufacturer of the products. Guarantor agrees that Secured Party has no liability of any kind for any defects, deficiencies or problems with the products, including without limitation any defects, deficiencies or malfunctions that may occur during the manufacturing of the products. Guarantor acknowledges that Secured Party is not liable for any illness or condition resulting from compromised or damaged product or due to improper or inappropriate administration of the product.

GUARANTEE – As an inducement to Burlington Drug to extend credit to Applicant, the undersigned personally unconditionally guarantees prompt and full performance of all obligations due and owing by Applicant to Burlington Drug under this and/or any other agreement with Burlington Drug now existing or hereafter arising. In the event of default, Burlington Drug and/or any holder hereof is authorized to proceed against the undersigned, without first having to proceed against Applicant, for the full amount due, including but not limited to, late payment charges and interest. The undersigned further agrees to reimburse Burlington Drug all costs of collection, including reasonable attorneys' fees, regardless of whether or not an action is commenced. Guarantor's obligations are absolute, unconditional and continuing. The undersigned waives presentment, demand, protest, notice of protest, notice of dishonor and any and all other notices or demands of whatever character to which the undersigned might otherwise be entitled, as well as any and all defenses to payment as permitted by law. The undersigned further consent to any extension granted by Burlington Drug and waives notice thereof. If more than one guarantor, the obligation of each shall be joint and several. Termination of this guarantee must be in writing, signed by Burlington Drug and undersigned, and in such event, shall only apply as to future obligations.

Printed Name Debtor (Duly Authorized Agent): _____ Title: _____

Signature of Debtor (Duly Authorized Agent): _____ Date: _____

Printed Name Debtor (Duly Authorized Agent): _____ Title: _____

Signature of Debtor (Duly Authorized Agent): _____ Date: _____

Printed Name of Guarantor: _____

Signature of Guarantor: _____

Printed Name of Guarantor: _____

Signature of Guarantor: _____

Store/Company Name: _____ Trade Name/DBA: _____

Store Street, City, State, Zip Code Address: _____

Secured Party: Burlington Drug Company, Inc. (Duly Authorized Agent) _____ Date: _____

rev.08/16

FAXED / EMAILED COPIES WILL NOT BE ACCEPTED

ORIGINAL DOCUMENTS ONLY