

ROCKY'S FOOD DISTRIBUTORS, INC.

1521 Beach Street
Montebello, CA 90640
Phone 323-888-4111 Fax 323-726-1269

CREDIT APPLICATION

TRADE NAME: _____

DOING BUSINESS AS: _____

ADDRESS: _____ CITY: _____

STATE: _____ ZIP CODE: _____ BUSINESS PHONE: (____) _____

LEGAL ENTITY: CORPORATION _____ PARTNERSHIP _____

PROPIETORSHIP _____ HOW LONG IN BUSINESS: _____

EMPLOYER I.D. NUMBER: _____ FEDERAL: _____ STATE: _____

SELLER PERMIT NUMBER: _____

NAME: _____ SOCIAL SECURITY NUMBER: _____

HOME ADDRESS: _____ HOME PHONE: _____

CITY: _____ STATE: _____ ZIP: _____

NAME: _____ SOCIAL SECURITY NUMBER: _____

HOME ADDRESS: _____ HOME PHONE: _____

CITY: _____ STATE: _____ ZIP: _____

MORTGAGE CARRIED BY: _____ CARRIERS PHONE: _____

IF LEASED, NAME AND PHONE OF LESSOR: _____

WHERE DO YOU BANK: _____ ADDRESS: _____

ACCOUNT NUMBER: _____ ANY OUTSTANDING BANK LOANS? YES _____ NO _____

TYPE OF ACCOUNT COMMERCIAL _____ SAVINGS _____ OTHER _____

TRADE REFERENCES (PREFERABLY OTHER FOOD DISTRIBUTORS)

NAME: _____

ADDRESS _____

CITY/STATE/ZIP _____

PHONE# (____) _____

TERMS OF SALE: _____

NAME: _____

ADDRESS _____

CITY/STATE/ZIP _____

PHONE# (____) _____

TERMS OF SALE: _____

APPLICANT WARRANTS THE INFORMATION AND STATEMENTS IN THIS APPLICATION IS TRUE AND COMPLETE, AND IS MADE FOR THE PURPOSE OF INDUCING YOU TO ESTABLISH AN OPEN ACCOUNT LINE OF CREDIT. **ROCKY'S FOOD DIST.** IS AUTHORIZED TO OBTAIN ANY INFORMATION CONSIDERED NECESSARY FROM ANY SOURCE CONCERNING THE STATEMENTS IN THIS APPLICATION.

IN CONSIDERATION OF, AND IN ORDER TO INDUCE YOU TO ESTABLISH AN OPEN ACCOUNT LINE OF CREDIT BASED ON THE FOREGOING APPLICATION, THE UNDERSIGNED PROMISES TO PAY ALL PURCHASES IN ACCORDANCE WITH YOUR TERMS OF SALES. IF AT ANY TIME, FOR ANY REASON, THE UNDERSIGNED IS UNABLE TO PAY FOR SAID PURCHASES WHEN DUE, THE UNDERSIGNED AGREES TO PAY AND AUTHORIZES YOU TO BILL MY/OUR ACCOUNT, INTEREST COMPUTED AT THE LEGAL RATE OF 18% (EIGHTEEN PERCENT) PER ANNUM ON ANY PAST DUE AMMOUNT OWING ON MY/OUR ACCOUNT. IN THE EVENT IT BECOMES NECESSARY FOR YOUR COMPANY TO INCUR COLLECTION COSTS, CHARGES AND EXPENSES AND ALL ATTORNEYS FEES IF THE ACCOUNT IS PLACED IN THE HANDS OF ANY ATTORNEY FOR COLLECTIONS.

SIGNATURE (S) OF APPLICANT(S)

1. _____ DATE _____

2. _____ DATE _____

TERMS AND CONDITIONS

THE PURCHASER NAMED ON THE REVERSE SIDE OF THIS CREDIT APPLICATION AGREEMENT AGREES THAT ALL PURCHASES MADE BY THE PURCHASER, OR BY ANY PERSON REPRESENTING HIMSELF TO BE AN EMPLOYEE, AGENT OR REPRESENTATIVE OF THE PURCHASER, FROM ROCKY'S FOOD DISTRIBUTORS INC. AND IT'S SUBSIDIARIES, AFFILIATES AND DIVISIONS (THE "SELLER") SHALL BE SUBJECT TO THE CREDIT TERMS AND CONDITIONS OF THE SELLER AS ESTABLISHED AND AMENDED FROM THE TIME TO TIME, INCLUDING THE TERMS AND CONDITIONS SET FORTH HEREIN. THE PURCHASER REPRESENTS AND WARRANTS THAT THE INFORMATION FRUNISHED HEREIN AUTHORIZES THE SELLER TO INVESTIGATE AND OBTAIN INFORMATION FROM ALL OF THE ABNK AND OTHER CREDIT REFERENCES AND SOURCES (WHETHER OR NOT LISTED IN THE CREDIT APPLICATION AND AGREEMENT) REGARDING THE PURCHASERS CREDIT WORTHINESS. ALL CREDIT EXTENSIONS SHALL BE MADE AT THE SOLE DISCRETION OF THE SELLER AT ANY TIME WITHOUT A CAUSE. IN THE EVENT OF ANY CHANGE IN THE OWNERSHIP OF THE PURCHASER'S BUSINESS, THE PURCHASER SHALL BE JOINTLY AND SEVERALLY LIABLE WITH IT'S SUCCESSORS FOR ALL SALES TO SUCH SUCCESSORS THAT ORIGINATE AND ARE CHARGED TO THE PURCHASER'S ACCOUNT BEFORE THE SELLER RECIEVES NOTICE BY REGISTERED OR CERTIFIED MAIL OF SUCH CHANGE OF OWNERSHIP. THE SELLER RESERVES THE RIGHT TO REQUIRE ANY SUCH SUCCESSORS TO SUBMIT A NEW CREDIT APPLICATION AGREEMENT PRIOR TO ANY EXTENSION OF CREDIT TO SUCH SUCCESSORS.

THE PURCHASER AGREES TO PAY ALL THE AMOUNT DUE TO THE SELLER IN FULL IN ACCORDANCE WITH THE TERMS STATED ON EACH INVOICE. ANY AMOUNT NOT PAID WHEN DUE THE SELLER SHALL BEAR INTEREST AT THE RATE OF 18 % (EIGHTEEN PERCENT) PER ANNUM OR THE MAXIMUM LAWFUL RATE (WHICHEVER IS LESS) UNTIL PAID. A SERVICE CHARGE OF \$35.00 (THIRTY FIVE DOLLARS) SHALL BE PAYABLE FOR ANY CHECK RETURNED BY THE PURCHASERS BANK. THE SELLER DOES NOT WAIVE ANY ADDITIONAL REMEDIES AVAILABLE UNDER APPLICABLE STATE LAW FOR ANY RETURNED CHECKS RETURNED FROM PURCHASERS BANK DUE TO INSUFFICIENT FUNDS. THE PURCHASER SHALL PAY ALL ATTORNEY FEES, COLLECTION AND COURT COSTS AND OTHER EXPENSES INCURRED BY THE SELLER TO COLLECT ANY OBLIGATIONS OWING BY THE PURCHASER, WHETHER OR NOT INCURRED IN CONNECTION WITH LITIGATION. THE PURCHASER AGREES THAT THE VENUE OF ANY SUCH ACTION TO ENFORCE THIS CREDIT APPLICATION AGREEMENT SHALL, AT THE SELLER'S OPTION, BE IN THE COUNTY IN WHICH THE SELLER'S BRANCH THAT SUPPLIES THE PURCHASER IS LOCATED.

PURCHASER

BY:X _____
SIGNATURE DATE

PRINTED NAME

TITLE

WITNESS SIGNATURE DATE

PRINTED NAME

BY:X _____
SIGNATURE DATE

PRINTED NAME

TITLE

WITNESS SIGNATURE DATE

PRINTED NAME

INDIVIDUAL PERSONAL GUARANTEE

TO INDUCE ROCKY'S FOOD DIST. INC., AND IT'S SUBSIDIARIES, AFFILIATES AND DIVISIONS (THE "SELLER") TO CONDUCT BUSINESS WITH THE PURCHASER IN THE FOREGOING CREDIT APPLICATION AGREEMENT, THE UNDERSIGNED, JOINTLY AND SEVERALLY, PERSONALLY AND RECONDITIONALLY GUARANTEE TO THE SELLER THE FULL PAYMENT WHEN DUE OF ALL OBLIGATIONS ARISING OUT OF OR IN CONNECTION WITH THE SALE OF ALL GOODS OR THE PROVISION OF SERVICES BY THE SELLER AND ALL INTEREST AND ANY LATE CHARGES, ATTORNEY FEES AND COLLECTION AND COURT COSTS. THIS GUARANTEE SHALL BE EFFECT REGARDLESS OF ANY CHANGE IN THE FORM OR EVIDENCE OF ANY OF THE PURCHASERS OBLIGATIONS, ANY RENEWAL, EXTENSION OR OTHER MODIFICATION OF THE PURCHASER'S OBLIGATIONS OR ANY TAKING, RELEASE OR MODIFICATION OF ANY SECURITY INTERESTS. THIS GUARANTEE MAY BE TERMINATED BY AN UNDERSIGNED ONLY AS TO OBLIGATIONS ORIGINATING MORE THAN 5 (FIVE) BUSINESS DAYS AFTER THE RECEIPT BY THE SELLER OF NOTICE OF TERMINATION GIVEN BY REGISTERED OR CERTIFIED MAIL. EACH OF THE UNDERSIGNED HEREBY WAIVES ANY RIGHT TO NOTICE AND WAIVES ANY RIGHT TO REQUIRE THE SELLER, WHETHER BEFORE OR IN CONNECTION WITH THE ENFORCEMENT OF THIS GUARANTEE, TO PROCEED AGAINST THE PURCHASER OR ANY OTHER PERSON OR AGAINST ANY SECURITY INTEREST OF TO PURSUE ANY OTHER RIGHT OR REMEDY AVAILABLE TO THE SELLER.

THE UNDERSIGNED SHALL PAY ALL ATTORNEY FEES, COURT COSTS AND OTHER EXPENSES INCURRED BY THE SELLER TO INFORCE THIS GUARANTEE, WHETHER OR NOT INCURRED IN CONNECTION WITH LITIGATION. EACH OF THE UNDERSIGNED SPECIFICALLY AGREES TO THE REVUE PROVISIONS SET FORTH IN THE FOREGOING CREDIT APPLICATION AND AGREEMENT.

BY:X _____
SIGNATURE DATE

PRINTED NAME

WITNESS SIGNATURE DATE

PRINTED NAME

BY:X _____
SIGNATURE DATE

PRINTED NAME

WITNESS SIGNATURE DATE

PRINTED NAME

GUARANTOR

1. _____
ADDRESS _____
2. _____
ADDRESS _____