

P.O. Box 1350



Binghamton, NY 13902

WILLOW RUN FOODS

Incorporated

CREDIT APPLICATION – CONFIDENTIAL

- ALL DELIVERIES ARE VIA C.O.D. CERTIFIED AND/OR PREPAID FUNDS BASIS UNTIL CREDIT HAS BEEN APPROVED -

NAME OF BUSINESS		DBA	
DELIVERY ADDRESS			
CITY		STATE	ZIP
PHONE #	CELL PHONE #	COUNTY	RESALE CERTIFICATE #

COMPLETED RESALE CERTIFICATE MUST ACCOMPANY APPLICATION OR TAX WILL BE CHARGED.

BILLING INFORMATION

COMPANY RESPONSIBLE FOR PAYMENT			
BILLING ADDRESS			
CITY		STATE	ZIP
NAME OF CONTACT		PHONE #	FAX #
EMAIL ADDRESS			CELL #

CREDIT INFORMATION

ENTITY NAME("The Company")		ADDITIONAL STORE(S)/LOCATION(S) <input type="checkbox"/> (if checked, attach form)	
STATE OF INCORPORATION/FORMATION		FEDERAL ID #	
SOLE PROPRIETOR <input type="checkbox"/>	PARTNERSHIP <input type="checkbox"/>	CORPORATION <input type="checkbox"/>	LLC <input type="checkbox"/> FRANCHISEE OF _____ <input type="checkbox"/>
DATE COMPANY ESTABLISHED?		HAS THE COMPANY EVER FILED BANKRUPTCY? YES <input type="checkbox"/> NO <input type="checkbox"/>	
BUILDING OWN <input type="checkbox"/> LEASE <input type="checkbox"/>	EQUIPMENT OWN <input type="checkbox"/> LEASE <input type="checkbox"/>		
NAME OF PRESIDENT/PARTNER 1/PRINCIPAL 1/MEMBER 1 (Circle one)			
HAVE YOU EVER PERSONALLY FILED BANKRUPTCY? YES <input type="checkbox"/> NO <input type="checkbox"/>			
HOME ADDRESS			SOC SEC #
CITY	STATE	ZIP	PHONE #
NAME OF VICE PRESIDENT/PARTNER 2/PRINCIPAL 2/MEMBER 2 (Circle one)			
HAVE YOU EVER PERSONALLY FILED BANKRUPTCY? YES <input type="checkbox"/> NO <input type="checkbox"/>			
HOME ADDRESS			SOC SEC #
CITY	STATE	ZIP	PHONE #
NAME OF TREASURER/PARTNER 3/PRINCIPAL 3/MEMBER 3 (Circle one)			
HAVE YOU EVER PERSONALLY FILED BANKRUPTCY? YES <input type="checkbox"/> NO <input type="checkbox"/>			
HOME ADDRESS			SOC SEC #
CITY	STATE	ZIP	PHONE #

BANK REFERENCE

NAME		ADDRESS	
PHONE #	CONTACT	CHECKING ACCOUNT #	SAVINGS ACCOUNT #

TRADE REFERENCE (NO LIQUOR OR BEER)

NAME OF FOOD SUPPLIER 1	NAME OF FOOD SUPPLIER 2
ADDRESS	ADDRESS
PHONE #	PHONE #
AVG WEEKLY PURCHASES \$	AVG WEEKLY PURCHASES \$
TERMS	TERMS

CREDIT INQUIRIES

The Company agrees that credit inquiries can be made to verify the information on this application. As a result, Willow Run Foods, Inc. ("Willow Run") may request a credit report. Upon request, Willow Run will advise the Company if a credit report was obtained and the name and address of the credit reporting agency. The Company agrees that Willow Run may retain this application whether or not credit is approved. The Company hereby authorizes Willow Run to check the Company and the Company's president/partner/principal/member's credit history and trade, bank and personal references (whether or not referenced in this credit application) for customary credit information, to confirm the information contained on this credit application including but not limited to, sending a copy hereof to the trade and bank references, and to release information to other creditors regarding the Company's credit experience with Willow Run.

If this credit application is not fully approved or if any other adverse action is taken with respect to the Company's credit with Willow Run, the Company has the right to request within 60 days of Willow Run's notification of such adverse action, a statement of specific reasons for such actions, which statement will be provided within 30 days of said request. (The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance programs, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning the creditor is the Federal Trade Commission, Washington, D.C.)

TERMS OF SALE

- A. **INITIAL DELIVERIES C.O.D CERTIFIED and/or PREPAID FUNDS** - This is only an application for credit. Until the application is approved, all deliveries will be made via C.O.D. CERTIFIED and/or PREPAID FUNDS basis.
- B. **CREDIT TERMS** – The following credit terms will apply to all sales transactions between Willow Run and the Company:
- All merchandise shall be paid for via COD CERTIFIED and/or PREPAID FUNDS basis, unless Willow Run Foods notifies the Company in writing of different credit terms.
 - Willow Run reserves the right to change or terminate the Company's credit terms upon notification to the Company, except as otherwise provided by law.
 - In accordance with the United States Code of Federal Regulations (7 CFR 46.2(aa)(11)) under The Perishable Agricultural Commodities Act of 1930 (as amended in 1984 and in 1985), approved credit over 10 days supersedes regulation 7 CFR 46.2(aa)(5).
 - If Willow Run accepts any payment from the Company by wire transfer, the Company shall pay the fee currently charged to Willow Run by its Banking Institution plus a reasonable Administrative fee.
 - Acceptance of late payments from the Company by Willow Run does not create an implied contract between the parties extending existing credit terms.
 - A finance charge of one and one-half percent (1½%) per month (18% per year) or the maximum rate permitted to be charged under the applicable state's law, whichever is less, will be imposed on accounts not paid as agreed.
 - If any check delivered by the Company to Willow Run is returned for insufficient funds or for any other reason, the Company shall pay the fee currently charged to Willow Run by its Banking Institution plus a reasonable Administrative fee, to the extent permitted by law.
 - If Willow Run agrees to accept payments from the Company via ACH withdrawals from the Company's bank account, the Company agrees to pay the fee currently charged to Willow Run by its Banking Institution for each ACH return plus a reasonable Administrative fee. Willow Run reserves the right to terminate the right to pay via ACH withdrawal and to terminate all extensions of credit, if it receives any such ACH return.
 - If the below Personal Guaranty is signed, notwithstanding anything herein to the contrary, if a Personal Guaranty is delivered to Willow Run, the Guarantor agrees that if the Guarantor transfers to any third party/entity an interest in any asset he owns or hereafter acquires in his own name or owns or acquires with any third party/entity in order to avoid his obligations as Guarantor, such transfer/transfers shall result in an immediate termination of Willow Run's extension of credit to the Company and all outstanding invoices from Willow Run to the Company shall be immediately due and payable.
 - The Company is required to notify Willow Run by certified mail, return receipt requested, at least one month in advance of any anticipated change in ownership of the Company and/or transfer of assets of the Company. If the Company fails to provide Willow Run such notice, the Company and/or personal guarantor shall be liable for all purchases made by any such transferee. If the Company ceases doing business with Willow Run for any reason, the Company will immediately purchase from Willow Run all remaining proprietary/special order items in Willow Run's inventory.
 - If Willow Run engages the services of any collection agency and/or attorneys to assist Willow Run in the collection of any overdue account, the Company will pay all of the collection agency's collection fees and/or attorneys fees and disbursements incurred in the collection of any such account on behalf of Willow Run.
 - If legal action is necessitated to collect any overdue account, the Company will pay Willow Run all of Willow Run's costs and expenses, including Willow Run's reasonable attorney's fees.
 - Company agrees that all goods are considered received once they are delivered by Willow Run's employees, agents, or representatives to the Company, the Company's agents, employees or representatives.

The undersigned hereby certifies to Willow Run that all the information provided on this application is true and complete. The Company further accepts the terms of sale as set forth above and acknowledges that the terms of this Credit Application shall be governed by the laws of the State of New York. The Company hereby submits to the jurisdiction of New York and agrees that in any action, proceeding or counterclaim brought against the Company on any matter arising out of or in connection with these Terms of Sale, jurisdiction of such action shall be the Supreme Court of New York State (Broome County) and the Company waives trial by jury. The Company further agrees that in any such action, proceeding or counterclaim, the only defense that can be raised by the Company is that of payment of the indebtedness and there shall be no right to set-off.

Dated: _____

Name of Company (Print)

By

Authorized Officer, Title (Print)

Authorized Officer's Signature

AUTHORIZATION

The undersigned is executing the Authorization for Credit Report individually for the purpose of authorizing Willow Run to obtain a consumer report from time to time on the undersigned individual through credit and consumer reporting agencies or other sources, in order to further evaluate the creditworthiness of such individual in connection with the credit evaluation process and the proposed extension of business credit to the Company. The undersigned, as an individual, hereby knowingly consents to the use of such credit report in accordance with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. 1681, ET. SEQ, as amended from time to time. Upon request, the undersigned will be informed whether or not a consumer report was requested, and if such report was requested, informed of the name and address of the consumer reporting agency that furnished the report.

Name (Print)

Signature and Date

Name (Print)

Signature and Date

Name (Print)

Signature and Date

All documents have to be physically signed and sent to the address on the top of this form

PERSONAL GUARANTY

In consideration of the extension of credit by Willow Run to the Company, the undersigned does hereby covenant and agree for himself, his heirs and assigns to and with Willow Run, its successors and assigns, that if the Company shall default at any time (or heretofore has defaulted) in payment of the amounts due Willow Run for goods sold to the Company upon the above terms of sale, at one or more delivery points, the undersigned will immediately, upon demand by Willow Run, pay all amounts that may at any time be owing by the Company (including sums heretofore owing and now unpaid) together with finance charges on any overdue account and fees, plus collection costs and reasonable attorney's fees, including the costs and disbursements of any collection agency employed by Willow Run.

The undersigned agrees that while this Guaranty is in force and effect, the undersigned will not transfer to any third party/entity an interest in any asset he owns (or hereafter acquires) in his own name or owns with any other third party/entity resulting in an inability to fulfill his obligations as a Guarantor. The undersigned acknowledges that any such transfer may constitute a fraudulent conveyance.

This Guaranty is a guaranty of payment and Willow Run may at its own option proceed against the Guarantor without first proceeding against the Company or any other person.

The undersigned waives notice of acceptance of this Guaranty by Willow Run, presentation for payment of any instrument to the undersigned or any other person, protests thereof, and notice of its dishonor to any party thereto and to the undersigned, and notice of an extension of time by Willow Run for the payment of the goods for which this Guaranty is executed.

If this Guaranty is signed by more than one person, the obligations of the undersigned shall be joint and several. The relative words herein shall be read as if written in the plural. The undersigned acknowledges that the terms of this Guaranty shall be governed by the laws of the State of New York. In any action, proceeding or counterclaim brought against the undersigned on any matter arising out of or in connection with this Guaranty, the undersigned hereby submits to the jurisdiction of New York, consents to the jurisdiction of the Supreme Court of New York State (Broome County) and waives trial by jury. The undersigned further agrees that in any such action, proceeding or counterclaim, the only defense that can be raised by the undersigned is that of payment of the indebtedness and there shall be no right to set-off.

It is understood that this Guaranty is signed by me personally and not as a corporate officer of the Company, even though my corporate office may appear in my signature. Payment of all indebtedness secured by this Guaranty from time-to-time shall not operate as a discontinuance of this Guaranty. This Guaranty may not be revoked unless the undersigned deliver(s) a notice in writing to Willow Run by personal delivery or by certified mail, return receipt requested, which notice shall be both (i) received by Willow Run and (ii) acknowledged by Willow Run as received at least forty-five (45) days prior to the effective date of any such revocation. Such revocation shall not, however, affect any obligation of the undersigned for any then existing debt, obligation, or liability of the Company to Willow Run at the effective date of such revocation. This Guaranty shall not be effected by any waivers, modifications or extensions given, made or granted by Willow Run to the Company.

Company Name: _____

Dated: _____

Name of Guarantor (Print)

Name of Guarantor (Print)

Address of Guarantor (Print)

Address of Guarantor (Print)

Signature of Guarantor

Signature of Guarantor

Witness

Witness

