



D I S T R I B U T O R

CUSTOMER APPLICATION

AND

AGREEMENT

This Customer Application (this "Application") is made to LC Food Distributor, Inc., doing business, as LC Food Distributor, and all of its affiliates, divisions, subsidiaries, and assigns (collectively the "Sellers") for the purpose of inducing Sellers to extend credit accommodations to the Applicant named below:

SHIPPING AND BILLING INFORMATION

SHIP TO:

Applicant Legal Name (INC, LLC, LP) _____

Trade Name/Doing Business As _____

Delivery Address (Attach Location Sheet if More than One)

City _____ State/Province _____ Zip Code _____

County _____ Country _____

Phone Number _____

BILL TO:

Check here if billing address is same as delivery address

Billing Address _____

City _____ State/Province _____ Zip Code _____

Country _____

Account's Payable Contact _____ Title _____ Phone Number _____

E-mail Address _____

OWNERSHIP INFORMATION

Corporation Limited Liability Company (LLC) Limited Partnership (LP) Proprietorship Non-Profit Government Other _____

Government Funded? Yes No _____ % of Revenue Government Funded Medicaid/Medicare Funded? Yes No _____ % of Revenue Med Funded

State of _____ Federal ID Number: _____

Formation: Owned Leased Date Business Opened or Ownership Changed: _____

Building/Facility:

Name	Name	Name
Social Security Number	Social Security Number	Social Security Number
Title	Title	Title
Home Address	Home Address	Home Address
City, State, Zip	City, State, Zip	City, State, Zip
Driver's License Number	Driver's License Number	Driver's License Number
Home Phone Number	Home Phone Number:	Home Phone Number:
Cell Phone Number	Cell Phone Number	Cell Phone Number

CREDIT REFERENCES

Vendor Name (Present Food Supplier)	Account Number	City/State	Phone Number
Vendor Name (Present Food Supplier)	Account Number	City/State	Phone Number
Vendor Name (Present Food Supplier)	Account Number	City/State	Phone Number

BANK AND BUSINESS REFERENCES

Bank	City/State	Contact Name	Phone Number
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Checking Account # _____ Loan Account Number _____

DO YOU HAVE ANY OTHER EXISTING BUSINESSES? Yes No
 (Please attach list if more than one business)

Business Name _____

Address _____ City/State _____

APPLICANT'S CERTIFICATION

Applicant hereby certifies that the information furnished under this Application and Agreement and any other financial statements furnished in connection herewith, is true, correct, complete, and that this information is being furnished to Sellers for the purpose of inducing Sellers to extend credit and/or provide good services to Applicant, and understands that Sellers intend to rely upon such information. Applicant represents and warrants that it is solvent, generally able to pay its debts as such debts become due, and has capital sufficient to carry on its business. Applicant understands and agrees to be bound by the terms contained in this Application and Agreement and all invoices and other documents furnished by Sellers from time to time, all of which are incorporated herein by reference, and to promptly advise sellers, in writing via certified mail, of any material change in the information provided herein, including, but not limited to, change of ownership, address or telephone. Applicant understands that Sellers will retain this Application and Agreement whether or not it is approved. Applicant's Principals hereby authorize Sellers to check from time to time Applicant's Business and Principal's personal credit history and trade, bank and personal references (whether or not listed in this Application) for customary credit information, a copy (Xerox, carbon, photograph, etc) of this authorization and signature(s) of the undersigned, shall be deemed to be the equivalent of the original and can be used such to confirm the information contained on this Application and Agreement, including, but not limited to, sending a copy hereof of the trade, bank and personal references, and to release information to other creditors regarding Applicant's credit experience with Sellers. THE UNDERSIGNED IS EXECUTING THIS APPLICATION IN HIS/HER CAPACITY AS AN OFFICER OF APPLICANT, AND INDIVIDUALLY FOR THE LIMITED PURPOSE OF AUTHORIZING SELLERS TO OBTAIN FROM TIME TO TIME A NON BUSINESS CONSUMER CREDIT REPORT ON THE INDIVIDUAL UNDERSIGNED, IN ORDER TO FURTHER EVALUATE THE CREDITWORTHINESS OF SUCH INDIVIDUAL AS PRINCIPAL, PROPRIETOR AND/OR GUARANTOR IN CONNECTION WITH THE EXTENSION OF BUSINESS CREDIT. THE UNDERSIGNED, AS AN INDIVIDUAL, HEREBY KNOWINGLY CONSENTS TO THE USE OF SUCH CREDIT REPORT CONSISTENT WITH THE FEDERAL FAIR CREDIT REPORTING ACT AS CONTAINED IN 15 U.S.C.@1681et.seq. APPLICANT UNDERSTANDS THAT THE TERMS AND CONDITIONS CONTAINED HEREINAFTER ARE MATERIAL HERETO AND SPECIALLY MADE A PART HEREOF.



GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions of Sale (these "Terms") are made and entered into by and between La Cosecha Food Services, Inc. d/b/a LC Food Distributor, a Georgia corporation with the principal office address of 1306 Cobb Industrial Dr., Suite 201, Marietta, Georgia 30066 ("Seller"), and the undersigned customer ("Buyer"). These Terms may refer to the Seller or the Buyer as a "Party," or collectively as the "Parties." These Terms become binding on the Parties on the first date signed below ("Effective Date").

1. Applicability

- 1.1 These Terms govern all sales of food items and related products (the "Goods") by Seller. In addition to these Terms, the Seller may issue (a) a credit application with its own terms and conditions ("Credit Application"), and (b) other document(s) identifying the Buyer, the Goods ordered, or other specific terms of the transaction ("Order Documents"). The Order Documents may include the Seller's routing form, order confirmation, or invoice. In the event of conflict between these Terms and the Credit Application or Order Documents, these Terms shall prevail.
- 1.2 These Terms, the Credit Application, and the Order Documents (collectively, this "Agreement") comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

2. Delivery of Goods

- 2.1 The Goods will be delivered within a reasonable time after the receipt of Buyer's purchase order and the issuance of Seller's Order Documents. Seller reserves the option to assign specific delivery days and/or maintain open delivery windows to Buyer's locations. Seller will not be liable for any delays, loss or damage in transit.
- 2.2 Unless otherwise agreed in writing by the Parties, Buyer will take possession and title to the Goods upon delivery to the receiving dock of Buyer ("Delivery Point") and upon Seller's acceptance of an authorized signature of Buyer or Buyer's agent. Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point. If Seller does not accept the authorized signature for any reason, possession and title to the Goods will remain with the Seller.
- 2.3 Seller may, in its sole discretion, without liability or penalty, make partial deliveries of Goods to Buyer. In the event of a partial delivery, Buyer will pay for all Goods delivered, whether such delivery is in whole or partial fulfillment of Buyer's purchase order.

3. Order Cancellation/Termination

- 3.1 If for any reason Buyer fails to accept delivery of any of the Goods within one (1) hour of the Goods being delivered at the Delivery Point, or if Seller is unable to deliver the Goods at the Delivery Point at such time because Buyer has not provided the appropriate address, instructions, documents, licenses or authorizations, (a) the Buyer's purchase order will be cancelled, and (b) Buyer shall pay to Seller a cancellation fee in the amount of \$250.00 ("Cancellation Fee"). The Cancellation Fee is not a penalty but is meant to reimburse Seller for administrative and restocking costs incurred as a result of Buyer's cancellation. Without waiving any of the foregoing, at Seller's sole discretion, Seller may attempt to deliver the Goods at another time or place without cancelling the order.
- 3.2 Either Party may cancel the order or terminate this Agreement at any time and for any reason upon reasonable notice to the other Party. If Buyer cancels an order less than 2 hours before scheduled delivery, Buyer shall be liable for the Cancellation Fee.

4. Inspection and Rejection of Nonconforming Goods

- 4.1 Buyer shall inspect the Goods within 24 hours of delivery ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by

Seller. “Nonconforming Goods” means Goods that, at the time of delivery, are different than those identified in Buyer’s purchase order.

- 4.2 If Buyer timely notifies Seller of any Nonconforming Goods, Seller will, in its sole discretion, (a) replace such Nonconforming Goods with conforming Goods, or (b) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. If Seller exercises its option to replace Nonconforming Goods, Seller will deliver to Buyer the replaced Goods to the Delivery Point.
- 4.3 Buyer acknowledges and agrees that the remedies set forth in Section 4.2 are Buyer’s exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 4.2, all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller. Seller may, in its sole discretion, agree to accept returns of Goods for reasons other than Seller’s fault, but any such returns shall be subject to a restocking fee.

5. Non-delivery

- 5.1 Seller will not be liable for any non-delivery of Goods (even if caused by Seller’s negligence) unless Buyer gives written notice to Seller of the non-delivery within 30 days of the date when the Goods would in the ordinary course of events have been received.
- 5.2 Any liability of Seller for non-delivery of the Goods will be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

6. Buyer’s Acts or Omissions. If Seller’s performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, contractors, consultants or employees (including providing incorrect information concerning delivery), Seller will not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

7. Price

- 7.1 Buyer will purchase the Goods from Seller at the price agreed to by the Parties and set forth in the Seller’s Order Documents or invoice (the “Price”). Any Goods sold in units less than manufacturer’s standard containers will be subject to a surcharge determined at Seller’s discretion.
- 7.2 All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer will be responsible for all such charges, costs, and taxes. Buyer will not be responsible for any taxes imposed on Seller’s income, revenues, gross receipts, personnel, real or personal property, or other assets.

8. Payment Terms

- 8.1 Buyer shall pay all invoiced amounts due to Seller within the time set forth in the Seller’s invoice.
- 8.2 Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys’ fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for ten (10) days following written notice thereof. Buyer will not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller’s breach, bankruptcy or otherwise.
- 8.3 All purchases of Goods on credit are subject to Seller’s approval of Buyer’s credit application. The Buyer’s initial credit application will apply to this Agreement and any future agreements with the Seller. If more than one credit application has been submitted and approved, the most recent credit application governs.
- 8.4 In the event that at any time Buyer is in default under this Agreement, Seller reserves the right to withhold delivery, to cancel and terminate any or all orders, and to hold Buyer liable for any damages and expenses incurred by Seller. The Seller also reserves the right to declare all charges and accounts to be immediately due and payable.

9. Order Changes. In the event that Buyer causes or requests changes to be made which affect delivery, Buyer will reimburse Seller for any expense incurred by Seller in respect of or resulting from each such change or delay upon

presentation by Seller of a simple invoice. Any additional Goods not specifically set forth in the Order Documents shall be at Buyer's additional expense.

10. Limited Warranty

- 10.1 The Seller warrants to Buyer that for the Warranty Period (as defined below) the Goods will materially conform to the description set forth in the Order Documents. The "Warranty Period" is (a) 24 hours from the date of delivery of the Goods for perishable food items, such as seafood, vegetables, and meat; and (b) 5 days from the date of delivery of the Goods for non-perishable food items (such as dry rice) and for non-food items (such as plastics containers and cleaning products). This warranty applies only to products that are stored and maintained under normal and reasonable conditions, with competent supervision, and in accordance with manufacturer's or Seller's instructions or recommendations, if any.
- 10.2 EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 10.1, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY, (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (c) WARRANTY OF TITLE, OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.
- 10.3 Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 10.1. For the avoidance of doubt, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY, (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.
- 10.4 The Seller will not be liable for a breach of the warranty set forth in Section 10.1 unless: (a) Buyer gives written notice of the defective Goods, reasonably described, to Seller within 10 days of the time when Buyer discovers or ought to have discovered the defect; (b) if applicable, Seller is given a reasonable opportunity after receiving the notice of breach of the warranty set forth in Section 10.1 to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (c) Seller reasonably verifies Buyer's claim that the Goods are defective.
- 10.5 The Seller will not be liable for a breach of the warranty set forth in Section 10.1 if: (a) Buyer makes any further use of such Goods after giving such notice; (b) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, use or maintenance of the Goods; or (c) Buyer alters or repairs such Goods without the prior written consent of Seller.
- 10.6 Subject to Sections 10.4 and 10.5 above, with respect to any such Goods during the Warranty Period, Seller will, in its sole discretion, either: (a) repair or replace such Goods (or the defective part) or (b) credit or refund the price of such Goods at the pro rata contract rate provided that, if Seller so requests, Buyer will, at Seller's expense, return such Goods to Seller.
- 10.7 The remedies set forth in Sections 10.6 are the Buyer's sole and exclusive remedy and Seller's entire liability for any breach of the limited warranty set forth in Section 10.1.

11. Limitation of Liability

- 11.1 IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- 11.2 IN NO EVENT WILL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT

(INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER, AS REFLECTED IN THE SELLER'S INVOICE.

- 12. Indemnification.** To the fullest extent permitted by law, Buyer shall indemnify, defend and hold harmless Seller and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees, the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers) resulting from any claim of a third party or Seller arising out of or occurring in connection with (a) the Goods purchased from Seller, or (b) Buyer's negligence, willful misconduct or breach of this Agreement. Buyer shall not enter into any settlement without Seller's or Indemnified Party's prior written consent. This indemnification provision shall not apply to claims resulting directly from Seller's gross negligence or Seller's breach of this Agreement.
- 13. Compliance with Law.** Buyer will comply with all applicable laws, regulations and ordinances. Buyer will maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.
- 14. Termination.** In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon notice to Buyer, if Buyer: (a) fails to pay any amount when due under this Agreement; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.
- 15. Confidential Information.** All non-public, confidential or proprietary information of Seller, including but not limited to, specifications, samples, patterns, designs, plans, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement, and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer will promptly return all documents and other materials received from Seller. Seller will be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.
- 16. Force Majeure.** The Seller will not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown, or power outage.
- 17. Miscellaneous**
- 17.1 *Waiver.* This Agreement may not be modified except in a writing signed by the Seller. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 17.2 *Assignment.* Buyer will not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.
- 17.3 *Relationship of the Parties.* The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement may be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party has authority to contract for or bind the other Party in any manner whatsoever.

- 17.4 *No Third-Party Beneficiaries.* This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under this Agreement.
- 17.5 *Governing Law; Submission to Jurisdiction.* Georgia law applies to this Agreement without regard to any choice-of-law rules that might direct the application of the laws of any other jurisdiction. **All disputes arising out of or in connection with this Agreement will be brought in the courts of Cobb County, Georgia or the U.S. District Court for the Northern District of Georgia, and the Parties consent to the jurisdiction of such courts.**
- 17.6 *Notices.* All notices and other communications required or permitted under this Agreement must be in writing and must be sent to the Party at that Party's address set forth below or at whatever other address the Party specifies in writing. To Seller: 1306 Cobb Industrial Drive, Suite 201, Marietta, GA 30066; and to Buyer, as set forth in the Order Documents. All notices shall be delivered by personal delivery, verified e-mail, or by certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (a) upon receipt of the receiving Party, and (b) if the Party giving the notice has complied with the requirements of this Section.
- 17.7 *Severability.* If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 17.8 *Interpretation.* For purposes of this Agreement, (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; and (b) the word "or" is not exclusive. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Any Seller documents referenced in this agreement shall be construed with, and as an integral part of, this Agreement to the same extent as if it was set forth verbatim herein.
- 17.9 *Survival.* Provisions of this Agreement which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Limitation of Liability, Indemnification, Waiver, Relationship of the Parties, No Third-Party Beneficiaries, Notices, Confidential Information, Governing Law, Submission to Jurisdiction, and Survival.
- 17.10 *Clerical Errors.* Seller reserves the right to unilaterally correct clerical, arithmetical, or stenographic errors or omissions in quotations, order acknowledgements, invoices, or other documents.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties agree to be bound by these General Terms and Conditions of Sale as of the Effective Date.

Buyer: _____

Seller: La Cosecha Food Services, Inc.

By: _____
(*sign here*)

By: _____
(*sign here*)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

AUTHORIZATION FOR BANK REFERENCE

In consideration for extension of credit by La Cosecha Food Services Inc., doing business as LC Food Distributor, and all its affiliates, divisions, subsidiaries and assigns (collectively "Sellers") to applicant. Applicant hereby authorizes their bank(s)/lender(s) to release information about the Applicant, including date accounts(s) opened, average checking balance, account history, open loan(s) and balance(s), line credit, availability under line(s) of credit, payment history, covenants and their status, and any security interests, along with any other information that may assist Sellers in establishing an open account and credit line. Sellers agree that information obtained will be kept in the strictest of confidence.

Applicant ("Customer") Legal Name (Inc., LLC, _____

etc) Signature: _____ Title: _____

Print Name: _____ Date: _____

PERSONAL GUARANTY

The undersigned, hereinafter referred to individually or collectively as "Guarantor", having a financial interest in Applicant, and benefiting from the transactions contemplated by this Agreement, hereby personally unconditionally guaranties the payment by Applicant to Sellers of all amounts due and owing now, and from time to time hereafter ("Liabilities"), from Applicant to Sellers. Guarantor expressly waives notice from Sellers of its acceptance and reliance on this Personal Guaranty (this "Guaranty"), notice of sales made to Applicant, and notice of default by Applicant. The obligations of Guarantor hereunder shall not be affected, except modified or impaired upon the happening, from time to time, of any event. Not set-off of, counter-claim or reduction of any obligation, or any defense of any kind or nature which Guarantor has or may have against Applicant or Sellers shall be available hereunder to Guarantor against Sellers. In the event of a default by Applicant on its obligations to Sellers, Sellers may proceed directly to enforce their rights hereunder and shall have the right to proceed first against Guarantor, without proceeding with or exhausting any other remedies it may have. Guarantor (i) hereby acknowledges that he or she may have rights of indemnification, reimbursement or exoneration from Applicant if Guarantor performs his or her obligations under this Guaranty (collectively the "Rights"); (ii) understand the benefits of having such Rights. Guarantor authorize Sellers to obtain from time to time a consumer credit report and asset/lien search, in order to further evaluate the credit worthiness of Guarantor in connection with extension of credit under this Guaranty, Guarantor irrevocably agrees to provide personal financial statements, historical tax return or other financial documents as requested from Sellers from time to time, for continuing and ongoing consideration. Guarantor agrees to pay all costs, expenses and fees, including reasonable attorneys' fees and expenses, which may be incurred by Sellers in enforcing this Guaranty or protecting their rights following any default on the part of Guarantor. Guarantor agrees that an interest charge of one and one-half percent (%) per month, or the maximum rate that Guarantor may lawfully contract to pay, whichever is less, and in all events calculated in accordance with applicable law, shall be assessed on any amount due and owing to Sellers by Guarantor under this Guaranty until collected. This Guaranty shall binding upon Guarantor, Guarantor's heirs, successors, assigns and representatives and survivors, and shall inure to the benefit of Sellers, and each of them, jointly and severally, their successors, assigns, at shareholders and may be assigned by Sellers without notice to Guarantor. This Guaranty shall be governed by and interpreted with the laws and decisions of the State. **Guarantor irrevocably agrees, and hereby consents and submits to the non-exclusive jurisdiction of any state or federal court located in the state where Sellers' operating company which provided this Guaranty is located, without regard to the conflicts of law provisions thereof (the "Applicable State"), with regards to any actions or proceedings arising from, relating to or in connection with the Liabilities, this Guaranty or collateral or security therefore. Guarantor hereby waives any right Guarantor may have to transfer or change the venue of any litigation brought against it by Sellers and further waives any right to by jury.** If more than one, the obligations of the undersigned shall be joint and several. This Guaranty may only be terminated upon the prior written notice of Guarantor delivered to Sellers via certified mail or upon termination of the relationship of Applicant with Sellers provided that such notice of termination shall not release or affect any of Guarantor's liabilities existing as of the date Sellers receive such notice of termination. Guarantor hereby (a) agrees that Sellers may, at Sellers' sole option, require Guarantor to arbitrate any controversy or claim arising out of or relating to this Guaranty or any other issue with the American Arbitration Association in accordance with its Commercial Arbitration rules and any judgment or award rendered in connection therewith shall be entered in any court having jurisdiction thereof, (b) consents to the arbitration the Applicable State, and to the application of Georgia law with the exception of Georgia conflicts of laws rules, and (c) agrees to pay all costs and expenses in connection with the arbitration, including, but not to, arbitrators' fees, administration fees and attorneys' fees, If there are more than one of the undersigned, each shall remain liable on this Guaranty until each has given separate written notice delivered via certified mail to Sellers. Guarantor shall immediately notify Sellers, in writing via certified mail, in the event of any sale of a significant portion of Guarantors' interest in the capital stock or other ownership interest of Applicant.

X

(Signature) (Print Name) (Social Security Number) (Home Address) (Date)

X

(Signature) (Print Name) (Social Security Number) (Home Address) (Date)

X

(Signature) (Print Name) (Social Security Number) (Home Address) (Date)

X

(Signature) (Print Name) (Social Security Number) (Home Address) (Date)

(USE OF A CORPORATE TITLE SHALL IN NO WAY LIMIT THE PERSONAL LIABILITY OF SIGNATORY)

FOR INTERNAL USE ONLY

Any information or notations contained on this page shall in no way bind the Sellers to act upon this Application or extend credit to Applicant. The Sellers may establish terms and/or credit limits hereon, which terms or credits shall not be in any way deemed part of the Application, and, further would at all the times, be subject to Paragraph 1 of the Terms and Conditions.

TYPE OF BUSINESS

Restaurant

Lodging

School/College

Hospital

Nursing Home

Government

Casino

Sovereign Union

Other: _____

SALES REPRESENTATIVE INFORMATION

Salesperson Name: _____ Salesperson Number: _____

Terms Requested: COD Net 7 Days Net 14 Days Other _____

Estimated Weekly Purchase: _____

Credit Terms Approved: _____ Credit Limit = _____

Signature of Approver: _____ Approved: Date: _____

Customer Number: _____





**STATE OF GEORGIA
DEPARTMENT OF REVENUE
SALES TAX CERTIFICATE OF EXEMPTION
GEORGIA PURCHASER OR DEALER**

To: La Cosecha Food Services, Inc _____ (SUPPLIER) _____ (DATE)
1306 Cobb Industrial Dr _____ (SUPPLIER'S ADDRESS) Marietta _____ (CITY) GA _____ (STATE) 30066 _____ (ZIP CODE)

THE UNDERSIGNED DOES HEREBY CERTIFY that all tangible personal property purchased or leased after this date will be for the purpose indicated below and that this certificate shall remain in effect until revoked in writing. Any tangible personal property obtained under this certificate of exemption is subject to the sales and use tax if it is used or consumed by the purchaser in any manner other than that indicated on this certificate. (Check appropriate box.)

- 1. Purchases or leases of tangible personal property or services for resale. O.C.G.A. § 48-8-30
- 2. Purchases or leases of tangible personal property or services made by the Federal Government, The American Red Cross, Georgia State Government, any county, municipality, qualifying authority, or public school system of this state. When paid for by warrant on appropriated Government funds, A Georgia Sales and Use tax number is not required for this exemption. O.C.G.A. § 48-8-3(1)(6)(6.1)(6.2)
- 3. Purchases or leases of tangible personal property or services for **RESALE ONLY** by a church, qualifying nonprofit child caring institution, nonprofit parent teacher organization or association, nonprofit private school (grades K-12), nonprofit entity raising funds for a public library, member councils of the Boy Scouts of the U.S.A. or Girl Scouts of the U.S.A. **THIS EXEMPTION DOES NOT EXTEND TO ANY PURCHASE TO BE USED BY OR DONATED BY THE PURCHASING ENTITY.** A Georgia Sales and Use tax number is not required for this exemption. O.C.G.A. § 48-8-3(15)(39)(41)(56)(59)(71)
- 4. Materials used for packaging tangible personal property for shipment or sale. Such materials must be used solely for packaging and must not be purchased for reuse by the shipper or seller. A Georgia Sales and Use tax number is not required for this exemption. O.C.G.A. § 48-8-3(94)
- 5. Aircraft, watercraft, motor vehicles, and other transportation equipment manufactured or assembled in this state sold by the manufacturer or assembler for use exclusively outside of this state when possession is taken by the purchaser within this state for the sole purpose of removing the property from this state under its own power due to the fact that the equipment does not lend itself more reasonably to removal by other means. A Georgia Sales and Use tax number is not required for this exemption. O.C.G.A. § 48-8-3(32)
- 6. The sale of aircraft, watercraft, railroad locomotives and rolling stock, motor vehicles, and major components and replacement/repair parts of each, which will be used principally to cross the borders of this state in the service of transporting passengers or cargo by common carriers in interstate or foreign commerce under authority granted by the United States government. Private and contract carriers are not exempt. O.C.G.A. § 48-8-3(33)(A)
- 7. Purchases or leases of tangible personal property or services made by a federally chartered credit union, credit unions organized under the laws of this state, and credit unions organized under the laws of the United States and domiciled within this state. A Georgia Sales and Use tax number is not required for this exemption. 12 U.S.C.S. 1768; O.C.G.A. § 48-6-97

(Describe Purchaser's Business Activity)

Under penalties of perjury I declare that this certificate has been examined by me and to the best of my knowledge and belief is true and correct, made in good faith, pursuant to the sales and use tax laws of the State of Georgia.

Business Name: _____ Sales Tax Number: _____
 Business Address: _____ City: _____ State: _____ Zip Code: _____
 Purchaser's Name: _____ Signature: _____ Title: _____

A dealer must secure one properly completed certificate of exemption from each buyer making purchases without payment of the tax. The dealer must maintain a copy of the certificate of exemption presented for audit purposes.



ROUTING FORM - NEW CUSTOMERS

FOR TRANSPORTATION USE ONLY

Customer #: _____ Customer Number: _____

Street Address: _____
(Delivery Address - NO P.O. Boxes)

City: _____ State: _____ Zip Code: _____

Phone: _____ Anticipated Weekly Sales: _____

Requested Delivery Day(s): MONDAY TUESDAY WEDNESDAY THURSDAY FRIDAY

Open time: _____

(The earliest time a qualified person is at location to receive a delivery: not necessarily when the establishment opens to public)

Close time: _____

(The time at which all people qualified to accept a delivery leave)

Restrictions: _____

(NO delivery between _____ and _____ due to lunch, rush, etc)

Preferred delivery _____ to _____

(Must span at least two hours; preference subject to availability of vehicles in the area)

Driver Instructions: Are there any instructions (or information) the driver should be aware of? (i.e., do not deliver through the front door, Call # xxx-xxx-xxxx before making delivery, ring bell, etc) Explain below:

Location of Customer: Give a description of where the customer is located: include name, name of building of shopping center, names of cross streets near the customer, customer , name and a approximate distance of neighboring customers. Give as much detail as possible.

CHECK ALL THAT APPLY:

Normal Back of Truck Ground Delivery

Up/Down Stairs - More than 4

Dock Delivery - Customer has Concrete Loading

Steps Elevator Delivery

Dock Ground Delivery - More than 100 feet to Door

Other: (Please describe below)