



CUSTOMER ACCOUNT APPLICATION AND AGREEMENT

761 Bev Road/Youngstown/Ohio/44512
330-758-0861 / Fax 330-758-1244

DSR _____
Estimate Weekly Purchases _____

| BILLING ADDRESS | | SHIPPING ADDRESS | |
|---------------------------------|------------|---|---------------|
| Purchaser (Legal Business Name) | | Purchaser (Legal Business Name) | |
| Purchaser [DBA (Trade Name)] | | Address | |
| Address | | City/State/Zip | |
| City/State/Zip | | Accounts Payable Contact & Phone Number | |
| Phone Number | Fax Number | Fax Number | Email Address |

NATURE OF BUSINESS

Type of Entity: Corporation Partnership Sole Proprietor LLC (Limited Liability Company)
 Government Other

Federal I.D. # _____ - _____ Vendor License # _____ - _____

Number of Years in Business _____ Building/Facility Owned Leased Landlord Name _____

Number of Employees _____ Length of Lease _____

Equipment Used for Business: Owned _____ Leased _____ Equipment Used for Business: Old _____ New _____

PRINCIPALS OF BUSINESS

| | |
|--------------------|--------------------|
| Name | Name |
| Title | Title |
| Home Address | Home Address |
| City/State/Zip | City/State/Zip |
| Home Phone # | Home Phone # |
| Cell Phone # | Cell Phone # |
| Email Address | Email Address |
| Driver's License # | Driver's License # |

TRADE REFERENCES (2 REQUIRED)

| | |
|----------------|----------------|
| Name | Name |
| Title | Title |
| Address | Address |
| City/State/Zip | City/State/Zip |
| Phone # | Phone # |
| Fax # | Fax # |
| Email Address | Email Address |

BANK REFERENCE

| | | |
|--------------|-------------|------------------------------|
| Bank Name | City/Branch | Account Number (Required) |
| Bank Officer | Phone # | |

APPLICANTS CERTIFICATIONS

Everything that I have stated in this application is correct and complete to the best of my knowledge. I understand that you will retain this application whether or not it is approved. I hereby authorize you to check my and/or my business' credit history and to answer questions about your credit experience with me and/or my business. I also specifically authorize Kaleel Brothers, Inc. to run a credit check on me and/or my business. I hereby authorize our bank(s) to release information requested by Kaleel Brothers, Inc. for me and/or my business.

| | | |
|----------------------|-----------------------------|------|
| Applicants Signature | Please Print Name and Title | Date |
|----------------------|-----------------------------|------|

FOR OFFICE USE ONLY

Date Rec'd _____ SLM: _____
Date Apprd: _____ Apprd By: _____ Terms: _____ Limit: \$ _____



CUSTOMER APPLICATION - TERMS and CONDITIONS

761 Bev Road/Youngstown/Ohio/44512

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This customer Application ("Application") is made to Kaleel Brothers, Inc. and each of its respective operating subsidiaries and affiliates (referred to herein alternatively as "KBI") For the purpose of inducing KBI to extend credit accommodations to the applicant hereto ("Purchaser") named below, who agrees to fully comply with all terms and conditions herein. Purchaser further agrees that all purchases from KBI by Purchaser or its agent, employee or representative on an open account basis also are subject to the following terms and conditions:

- 1. Extension of Credit.** Upon written approval of this Application by KBI, KBI will extend reasonable credit as appropriate, in its sole discretion and also at its sole discretion, shall have the right to terminate Purchaser's credit privileges at any time without prior notice, except as otherwise provided by law. Purchaser grants KBI a purchase money security interest in all goods purchased from KBI, and will cooperate in executing any UCC filings related thereto. If the Purchaser ever believes that there is any other creditor(s) who have a superior interest to that of KBI, then the Purchaser has an affirmative obligation to advise KBI of the same prior to the receipt of any additional product/supplies from KBI. Failure to do so will be considered bad faith by the Purchaser and constitute grounds for immediate collection action.
- 2. Business Purposes.** Purchaser certifies that this request is for the extension of credit for business purposes only and is not intended for the extension of personal, family or household purposes.
- 3. Incorporation by Reference.** All purchases by Purchaser of goods and/or services from KBI will be made in accordance with the terms and conditions of this Application and any applicable distribution agreement, invoice and/or other relevant documents evidencing Purchaser's obligations to KBI, all of which are incorporated herein by this reference. In the event of any conflict between the terms and conditions of this Application and any distribution agreement, the terms and conditions of this Application shall control.
- 4. Failure to Pay; Late Charge.** The entire outstanding balance due to KBI by Purchaser on all invoices shall become due in full immediately upon the failure of Purchaser to pay any invoice when due. KBI may at any time deduct any Purchaser monetary obligations from any amounts owed to purchaser by KBI, and to pay only the net sum due, if any. Purchaser agrees to pay a late charge in the amount of 2% per month (24% per annum) or the highest rate permitted by law, whichever is less, on any past due amounts until collected, and Purchaser agrees to pay all actual costs of collection incurred by KBI, including but not limited to actual attorney's fees, costs for discovery, depositions, expert witness fees and out-of-pocket costs, incurred in such action both at trial and on appeal, should a default in payment or any other obligation of Purchaser to KBI occur.
- 5. Dishonored Payments; Inactivity Fee.** Purchaser agrees to pay a fee of \$32.00 or the highest amount permitted by law per occurrence for any returned items (checks or ACH) that are dishonored for any reason. KBI reserves the right to impose an inactivity fee of \$25.00 per month against any credit balance presumed abandoned by purchaser. An account is presumed abandoned if there is no activity for one year.
- 6. Choice of Law; Venue; Enforceability.** This Application and all transactions between Purchaser and KBI shall be governed by and interpreted in accordance with the laws of Ohio which provided materials, supplies and or services resides, without regard to the conflicts of law provisions thereof, and all actions and proceedings arising from, relating to or in connection with this Application or the parties' relationship shall be in any federal court or state court situated in Mahoning County where KBI's business is located. The parties further agree that no forum non conveniens defense shall apply to any such action. If any particular provision of these Terms and Conditions is determined to be unenforceable then the remaining provisions shall continue in full force and effect.
- 7. Proprietary/Special Orders.** If Purchaser ceases doing business with KBI for any reason, Purchaser shall be liable to KBI for all remaining proprietary/special order items purchased for Purchaser by KBI.
- 8. Receipt of Goods purchased.** Purchaser agrees that all goods are considered received once they are delivered by KBI's employees, agents or representatives to the Purchaser, purchaser's agents, employees or representatives. Purchaser expressly waives any requirements as to signatures on invoices or bills of lading as evidence of delivery of goods.
- 9. Perishable Agricultural Commodities Act.** Any perishable agricultural commodities delivered in regards to this account are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act. 1930 (7 USC 499e(c)). The KBI of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.
- 10. Credit Level; Liability.** The approximate initial amount of credit that Purchaser request shall not be binding upon KBI, nor shall KBI incur any liability by granting, reducing, increasing or refusing such amount. Purchaser recognizes that credit requested or approved is not a limitation of liability, and Purchaser expressly agrees that it will be responsible for all goods and/or services purchased from KBI. Purchaser acknowledges that such amounts are not payable in installments, but are payable in full as stated herein.
- 11. Compliance with Federal Credit Laws.** If this application is not fully approved or if any other adverse action is taken with respect to Purchaser's credit status with KBI, Purchaser has the right to request within 60 days of KBI's notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within 30 days of said request. To obtain the statement of specific reasons, please contact the credit department of KBI.



CUSTOMER APPLICATION - TERMS and CONDITIONS (Con't on Page 2)



CUSTOMER APPLICATION - TERMS and CONDITIONS (Con't)

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12. Certification; Authorization. Purchaser hereby certifies that the information furnished under this Application and any other financial statements furnished in connection herewith, is true, correct, complete and that this information is being furnished to KBI for the purpose of inducing KBI to extend credit to Purchaser and Purchaser understands that KBI intends to rely upon such information. Purchaser authorizes KBI to investigate all references furnished pertaining to the credit and financial responsibility of Purchaser, and to furnish Purchaser's credit status to credit reporting agencies. Purchaser understands and agrees to be bound by the above terms and all invoices and other documents furnished by KBI from time to time, all of which are incorporated herein by reference, and agrees to advise KBI of any material change in the information provided herein, including but not limited to change of address or telephone number. Purchaser in all events shall notify KBI in writing by certified mail of any changes of ownership of Purchaser. Purchaser understands that KBI will retain this Application whether or not it is approved.

13. In the event this application is approved, Purchaser hereby grants KBI a continuing security interest in all of Purchaser's presently owned or hereafter acquired (a) goods and inventory, (b) instruments, (c) chattel paper, (d) documents, (e) accounts, (f) accounts receivable, (g) general intangibles, and (h) payment intangibles and together with all proceeds and all support obligations thereof to secure payment for all purchases by Purchaser from KBI, now and in the future. Any of the following constitute Purchaser's default: Nonpayment in timely fashion of Purchaser's indebtedness to KBI, bankruptcy, insolvency or assignment for the benefit of creditors by Purchaser, misrepresentation in respect of any provision of this or any agreement between KBI and Purchaser. In the event of default, KBI may declare all unpaid balances due and payable. Purchaser authorizes KBI to execute on Purchaser's behalf and file a financing statement describing the collateral and grants KBI a Limited Power of Attorney to sign and file any documents deemed necessary by KBI to protect KBI interest.

14. Purchaser shall notify KBI by certified mail of any change of ownership of Purchaser.

15. Purchaser agrees that a faxed copy of this credit application and all signatures can be considered valid as the original. Purchaser agrees that an emailed copy of this credit application and all signatures can be considered valid as the original.

Applicant ("Purchaser")
(Full Name of Business) _____ Date _____

Signature _____ Printed Name _____

Sales Representative/Witness _____

AUTHORIZATION FOR CREDIT REPORT

The undersigned is executing this Authorization for Credit Report individually for the purpose of authorizing Kaleel Brothers, Inc. to obtain a consumer credit 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 credit evaluation process and the proposed extension of business credit to the Applicant. **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.**

Print Name _____

Date _____

Signature _____

Social Security Number _____

Print Name _____

Date _____

Signature _____

Social Security Number _____

Print Name _____

Date _____

Signature _____

Social Security Number _____

PERSONAL GUARANTEE TO KALEEL BROTHERS, INC.

I, _____ (Guarantor), for and in consideration of your extending credit at my request to _____ (the "Company"), personally guarantee prompt payment of any obligation of the Company to Kaleel Brothers, Inc. ("KBI"), whether now existing or hereinafter incurred, and I further agree to bind myself to pay on demand, any sum which is due by the Company to KBI whenever the Company fails to pay same. It is understood that this guaranty shall be an absolute, continuing and irrevocable guaranty for such indebtedness of the Company.

I expressly waive presentment, demand, protest, notice of protest, dishonor, diligence, notice of default or nonpayment, notice of acceptance of this guaranty, notice of the extending of any guaranteed indebtedness already or hereafter contracted for by the Company, notice of any modification or renewal of any credit agreement evidencing the indebtedness hereby guaranteed, notice of any renewal of extension of such indebtedness, and I expressly consent to any modification or renewal of any credit agreement evidencing the indebtedness hereby guaranteed and to all renewals or extensions of such indebtedness from, the Company or any other party liable for such indebtedness. I irrevocably waive and disclaim all rights to payment and claims for reimbursement or subrogation I may have against the Company as Guarantor of such indebtedness.

If the guaranteed indebtedness is not paid by me when due, and this guaranty is placed in the hands of any attorney for collection, or suit brought hereon, or it is enforced through any judicial proceeding whatsoever, I shall pay all attorneys' fees and court costs incurred by KBI .

In the event more than one party executes this Guaranty as a guarantor, then each guarantor agrees to be jointly and severally liable for the guaranteed indebtedness, and, in all instances herein, the singular shall be construed to include the plural. Any notation of corporate capacity shall be taken as informational only and shall not affect the personal nature of the guaranty.

The Guarantor(s) execute(s) this Guarantee on his or her own personal behalf, and not in any other capacity regardless of how Guarantor may characterize itself below.

| Guarantor's Signatures | | | |
|------------------------|------|------------------------|------|
| Guarantor's Signature | Date | Guarantor's Signature | Date |
| Printed Name | | Printed Name | |
| Social Security Number | | Social Security Number | |
| Home Address | | Home Address | |
| Witness Signature | Date | Witness Signature | Date |
| Printed Name | | Printed Name | |



UNIFORM SALES & USE TAX CERTIFICATE - MULTIJURISDICTION

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The below-listed states have indicated that this form of certificate is acceptable. The issuer and the recipient have the responsibility of determining the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: **Kaleel Brothers, Inc.**

Address: 761 Bev Road
Youngstown, Ohio 44512

I certify that: _____ is engaged as a registered

Name of Firm (Buyer) _____

Wholesaler

Retailer

Address: _____

Manufacturer

Seller (California)

Lessor

Other (Specify) _____

and is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product or service to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

Description of Business: **Resale of Food and/or Food Products**

General description of tangible property or taxable services to be purchased from the seller: **Groceries, Food, Non-Food**

| State | State Registration, Seller's Permit or Id Number of Purchaser | State | State Registration, Seller's Permit or Id Number of Purchaser |
|-------|---|-------|---|
| AZ | _____ | ND | _____ |
| CA | _____ | NH | _____ |
| CT | _____ | NJ | _____ |
| IA | _____ | NM | _____ |
| ID | _____ | NY | _____ |
| IL | _____ | OH | _____ |
| IN | _____ | OK | _____ |
| KY | _____ | OR | _____ |
| MA | _____ | PA | _____ |
| ME | _____ | RI | _____ |
| MD | _____ | VA | _____ |
| MI | _____ | WA | _____ |
| MO | _____ | WI | _____ |
| MN | _____ | WV | _____ |
| MT | _____ | WY | _____ |

I further certify that if any property or service so purchased tax free is used or consumed by the firm as to make it subject to a Sales or Use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be a part of each order which we may hereafter give you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: _____

Title: _____

Date: _____

Vendors License (if any) _____