

Lufkin
Palestine
Texarkana



William George Produce Co., Inc.

Food Service Distributor

Corporate Address
P. O. Box 1387
Lufkin, TX 75902-1387
Phone: 936-634-7738
FAX: 936-639-1269

Credit Application and Agreement

Cash Check O.K.
Weekly Monthly

TYPE OF BILLING

SALESPERSON'S NAME

DATE

Business Name of Applicant
(referred to as "Buyer") _____

Name of
Owner _____

Delivery Address _____

Bus. Phone _____

City _____ State _____ Zip _____

Home Phone _____

Circle one: MAIL/DELIVER Billing Statement

OFFICE USE ONLY

Mailing Address if Different from above:

Contract # _____
Tax Body _____
Acct# _____

Owner's Home Address _____

Type of Business _____ Amount of Credit Requested _____

Length of Time in Business _____

Name of Bank _____

Address _____ Account # _____

City _____ State _____ Zip _____

Fax _____ Phone _____

If Individual or Partnership, list Owner(s) or General Partner(s) Driver's License Number(s) and Social Security Number(s):

If Husband and Wife, list ALL numbers: _____

If Corporation, list Federal I.D. and DUNS Numbers: _____

PLEASE LIST AT LEAST THREE TRADE/CREDIT REFERENCES:
(NO CREDIT CARD OR UTILITY COMPANY REFERENCES)

Name _____ Account # _____
Address _____ Fax _____ Phone _____
City _____ State _____ Zip _____

Name _____ Account # _____
Address _____ Fax _____ Phone _____
City _____ State _____ Zip _____

Name _____ Account # _____
Address _____ Fax _____ Phone _____
City _____ State _____ Zip _____

TERMS AND CONDITIONS OF EACH SALE

Each and every sale connected with this Credit Application and Agreement (this "Agreement") is subject to the terms and conditions set forth in this Agreement. Any deviations from these terms and conditions must be approved in writing by Trent Hicks, Vice President and Chief Financial Officer of William George Produce Co., Inc. (the "Company").

A. LIMITATIONS ON LIABILITY:

The products sold to Buyer are sold "AS-IS, WHERE-IS", and the Company disclaims any implied warranties with respect to the products, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. The Company has made no affirmation of fact or promise relating to the products being sold that has become the basis of this bargain.

For breach of the obligations imposed upon the Company under this Agreement, or any damages caused by defective, damaged, or malfunctioning products provided to or to be provided in connection with this Agreement, Buyer agrees to be limited to the replacement of the products, as the sole and exclusive remedy. The Company shall not be liable for any incidental or consequential damages.

B. PAYMENT TERMS:

Buyer understands that the Company's regular billing date is the last day of each month for monthly accounts and Friday of each week for weekly accounts. Balances are due and payable by the 10th day following the date of monthly statements. Balances are due and payable by the Friday following the date of weekly statements. Buyer understands that if Buyer's account is paid by the due date, only the NET AMOUNT of the statement will be payable. If not paid by the due date, the account is past due and in default and A LATE CHARGE OR SERVICE CHARGE MAY BE MADE. Buyer understands, consents, and agrees that late charges and service charges on Buyer's past due accounts may be 1.5% monthly with an annual percentage rate of 18% and will be immediately due and payable at P. O. Box 1387, Lufkin, Angelina County, Texas 75902-1387. If interest, beyond the legal maximum is contracted for, charged, or received, Buyer agrees to pay only the lawful maximum and bring the matter to the attention of the Company for credit. If interest, beyond the legal maximum is contracted for, charged or received, the Company may, at its option, within 45 days of being notified of the receipt of excess interest, either issue a credit, or refund such excess interest to Buyer. Buyer understands that a \$25 returned check fee will be charged for all returned checks. It is also understood and agreed that if this sale is placed in the hands of an attorney, Buyer agrees to pay all expenses, including court costs, legal and administrative expenses, and attorney fees paid or incurred by the Company.

C. VENUE AND CHOICE OF LAW:

This Agreement is payable and performable in Lufkin, Angelina County, Texas. Venue for any dispute concerning this Agreement shall be in Lufkin, Angelina County, Texas.

The interpretation and enforcement of this Agreement shall be governed by the laws of the state of Texas and any applicable federal law.

D. MISCELLANEOUS:

1. This Agreement may be supplemented by the Company through the issuance of addendums. Such addendums shall become a part of this Agreement unless written notice of objection is received by the Company within 30 days of Buyer's initial receipt of the addendum.
2. If for any reason one or more terms of this Agreement is unenforceable, the parties intend to be bound by the remaining terms.
3. The parties intend for this Agreement to be broadly construed. "Applicant" and "Buyer" include those named in this Agreement. The terms also include any related or similarly named business in which Applicant or Buyer has an interest either now or in the future.
4. If claiming a sales or use tax exemption, Buyer must attach a signed sales or use tax exemption certificate.
5. Buyer consents to the release of financial information from all references, including banks and/or other financial institutions.

Applicant/Buyer:
 By: _____
 Name: _____
 Title: _____
 Date: _____

Attest:
 By: _____
 Name: _____
 Title: Secretary _____
 Date: _____

CONTINUING GUARANTY AGREEMENT

In consideration of credit being extended by William George Produce Co., Inc. (the "Company") to the above named Buyer for products to be purchased whether Buyer be an individual, individuals, a proprietorship, a partnership, a corporation or any other entity, the undersigned guarantor or guarantors each hereby contract and guarantee to the Company the faithful payment, when due, of all accounts of said Buyer for purchases made after the date of this Agreement. The undersigned guarantor or guarantors each hereby expressly waive all notice of acceptance of this guaranty, notice of extension of credit to Buyer, presentment, and demand for payment on Buyer, protest and notice to undersigned guarantor or guarantors of dishonor or default by Buyer or with respect to any security held by the Company, extension of time of payment to Buyer, acceptance of partial payment or partial compromise, all other notices to which the undersigned guarantor or guarantors might otherwise be entitled and demand for payment under this guaranty. If any payments on this guaranty are set aside, recovered, or required to be returned in the event of insolvency, bankruptcy or reorganization of Buyer, guarantor or guarantors obligations under this guaranty will continue as if such payments had never been made. The undersigned guarantor or guarantors each hereby agree to pay reasonable attorney's fees and other collection costs if this guaranty is placed in the hands of an attorney for collection. Guarantor or guarantors acknowledge receipt of good and sufficient consideration for execution of this guaranty. This continuing guaranty shall be in full force and effect from the date of this Agreement.

VENUE AND CHOICE OF LAW:

This guaranty is payable and performable in Lufkin, Angelina County, Texas. Venue for any dispute concerning this guaranty shall be in Lufkin, Angelina County, Texas.

The interpretation and enforcement of this guaranty shall be governed by the laws of the state of Texas and any applicable federal law.

MISCELLANEOUS:

If for any reason one or more terms of this guaranty is unenforceable, the parties intend to be bound by the remaining terms.

The parties intend for this guaranty to be broadly construed. "Guarantor and "guarantors" include those named in this guaranty.

By: _____
 Name: _____
 Title: _____
 Address: _____

 Date: _____

By: _____
 Name: _____
 Title: _____
 Address: _____

 Date: _____

 Witness

 Witness