

HOLLY POULTRY, INC.

AND IT'S AFFILIATES

2221 BERLIN STREET
BALTIMORE, MD 21230
PH: 410-727-6210 / 800-342-WING
FAX: 410-727-1099 SALES FAX: 410-625-9900

CREDIT APPLICATION AND AGREEMENT

PLEASE PRINT ALL INFORMATION

SHIP TO:

Customer Legal Name: _____

Trade Name: _____

Street Name: _____

City, State, Zip: _____

Phone # _____

Fax # _____

Email Address _____

BILL TO (if different):

Customer Legal Name: _____

Trade Name: _____

Street Name: _____

City, State, Zip: _____

FORM OF ORGANIZATION: *Proprietorship ____ *LLC ____ *LLP ____ *Partnership ____
*Corporation ____ State of Incorporation _____
C or S

FEDERAL ID #: _____

Location: ____ Owned ____ Leased ____ Mortgage or Leaseholder: _____

Equipment: ____ Owned ____ Leased ____ Leaseholder if Leased: _____

How long this owner in business at this location? _____

Accounts Payable Contact: Name: _____ Phone: _____
Email: _____ Fax: _____

Estimated Weekly Purchases? _____

Type of Business: *Wholesale ____ *Foodservice Distributor ____ *Manufacturer ____
*Retail Grocers ____ *Restaurant ____ *Other _____

What type of account do you sell to or buy for: _____

PLEASE PROVIDE OWNERSHIP INFORMATION (officers, members, partners or owners)

Name: _____ Name: _____

Title: _____ Title: _____

Home Address: _____ Home Address: _____

City, State, Zip: _____ City, State, Zip: _____

Phone No: _____ Phone No: _____

Social Security No: _____ Social Security No: _____

Driver License No: _____ Drivers License No: _____

Name and Address of Resident Agent _____

TERMS AGREEMENT

The Customer and Guarantors below agree all purchases made by them from Holly Poultry Inc. or its affiliates (herein called Seller) are subject to the following conditions:

(1) Upon credit approval, the Customer will be granted a dollar line of credit and a payment time length. It is understood seller is under no obligation to extend any credit. Seller at its discretion, will have the right to increase, decrease, or cancel these credit terms at any time and Customer and Guarantors will remain obligated for any credit theretofore extended.

(2) All goods and services purchased by the Customer are due in full at Sellers' distribution facility. Furthermore, all goods and services obtained by purchaser will be by the terms and conditions herein. Failure to do so will result in a delinquency charge of 1 1/2% month or maximum rate permitted by law.

(3) All checks returned by customer's bank are subject to a \$35 service charge per deposit.

(4) Customer and Guarantors agree to abide by the terms and conditions herein for payment and additionally agree to pay all costs of collection including attorney fees of 33 1/3 percent and all court costs should this account become past due. The customer and guarantors authorize any attorney to appear in any court of competent jurisdiction and confess judgment against them for any amount due, including interest and attorney's fees. Further, in the Commonwealth of Virginia, the customer and all guarantors nominate and constitute Marion Dere Muller as their attorney-in-fact with authority to confess judgment against them for the unpaid balance, interest, costs and attorney's fees as allowed herein and due and owing in the office of the Clerks of the Circuit Courts of Loudoun County, Fairfax County, Arlington County, City of Alexandria, and Prince William County, all in the Commonwealth of Virginia.

IMPORTANT NOTICE

THIS INSTRUMENT CONTAINS A CONFESSION OF JUDGMENT PROVISION WHICH CONSTITUTES A WAIVER OF IMPORTANT RIGHTS YOU MAY HAVE AS A DEBTOR AND ALLOWS THE CREDITOR TO OBTAIN A JUDGMENT AGAINST YOU WITHOUT ANY FURTHER NOTICE.

(5) This agreement shall be construed and enforced in accordance with the law of the State of Maryland. Customer and Guarantor consent to the exercise of personal jurisdiction over them by the courts of the State of Maryland and agrees that venue and jurisdiction shall be proper in any county, of the State of Maryland or in Baltimore City, or in the United States District Court of Maryland, in addition to any other court in any jurisdiction where Customer or Guarantors have their place of business or residence.

(6) The fact that this application contains a request for an estimate of weekly credit required shall not be deemed a limitation of liability by the undersigned or any guarantor. If the applicant is a corporation, the person signing the application on behalf of the applicant warrants that he is authorized to do so. If the applicant is not a corporation at the time of this application, and subsequently Incorporates the business, with or without knowledge of the Seller, the applicant agrees to be jointly and severally liable to Seller for any indebtedness incurred by or transferred to such corporation.

(7) The Customer and Guarantors hereby authorize Seller to verify our credit and further authorize any creditor to divulge requested creditor information.

Print Name of Customer

Seller Reps Name

Authorized Signature

Signature

Printed Name & Title

Date

BANKING INFORMATION

BANK NAME: _____ CONTACT NAME: _____
PHONE: _____ FAX/EMAIL: _____
ADDRESS: _____ CITY/STATE/ZIP: _____
BUSINESS CHECKING ACCOUNT #: _____

TRADE REFERENCES

COMPANY NAME	PHONE NUMBER	FAX NUMBER
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

PERSONAL GUARANTY

In consideration of credit extension by Holly Poultry Inc. or its affiliates (herein called Seller) to the above referenced customer the undersigned (herein called Guarantors) jointly and severally personally guarantee to the Seller the payment, at 2221 Berlin Street, Baltimore, Maryland 21230 or any such place the company may designate, of any obligation of the Customer that is due or may become due to the Seller including costs of collection and attorney's fees as set forth above. Further, in the Commonwealth of Virginia, the customer and all guarantors nominate and constitute Marion Dere Muller as their attorney-in-fact with authority to confess judgment against them for the unpaid balance, interest, costs and attorney's fees as allowed herein and due and owing in the office of the Clerks of the Circuit Courts of Loudoun County, Fairfax County, Arlington County, City of Alexandria, and Prince William County, all in the Commonwealth of Virginia.

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We consent to the entry of judgment by confession against us as set forth above. This guaranty is absolute and unconditional. Liability hereunder is joint and several with Customer and this guaranty may be enforced without any prior attempt by the Seller to collect from Customer. Guarantors waive homestead and all other exemptions and stay of execution and right of appeal. Each of the undersigned agrees that this guaranty is being signed in his or her individual capacity and not in his or her representative capacity as an officer or director of a company. Thus any reference to a position with the company or with any company is merely for identification purposes only and in no way limits the individual liability of any of the undersigned. I/We have read the entire customer application form and agree to all terms conditions and covenants contained therein.

Signature: _____

Signature: _____

Printed Name: _____, Guarantor

Printed Name _____, Guarantor

Social Security No: _____

Social Security No: _____

Date of Birth: _____

Date of Birth: _____

Address: _____

Address: _____

City: _____ State: _____ Zip: _____

City: _____ State: _____ Zip: _____

SALES & USE TAX CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES that all tangible property purchased after this date will be purchased for the purpose indicated unless otherwise specified on each order and this certificate shall remain in effect until revoked in writing.

CHECK PROPER BOX:

- 1. Tangible property for RESALE only.
- 2. Tangible property for future use by a person for taxable LEASE OR RENTAL as an established business or part of an established business or incidental or germane to such business or a simultaneous purchase and taxable leaseback.
- 3. Packaging materials such as container, labels, sacks, cans, boxes, drums or bags that are marketed with a product being sold and become the property of the purchaser.
- 4. For use by Federal, State, or any County or municipality of this State, supported by official purchase orders.
- 5. Tangible personal property purchased or leased for use or consumption by a non-profit or other institution of learning (school).
- 6. Equipment and supplies sold to and used by a volunteer fire department or rescue squad, not conducted for profit, for use DIRECTLY in firefighting, rescue, or training operations.

Sales and Use Tax Certificate of Registration No. must be stated below by person purchasing under categories 1 through 6.

KIND OF BUSINESS engaged in by purchaser_____

Any tangible personal property obtained under this certificate of exemption is subject to the state and use tax if it is used or consumed by the purchaser in any manner other than indicated on this certificate.

I declare, under penalties of false swearing, 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 sale and use tax laws of the state.

Purchasers firm name

Certificate of Registration

Address (city, state, zip)

By

Title (Owner, Partner, Official)