## PAK QUALITY FOODS LLC

# PHONE: 325-658-4244 FAX: 325-658-6947 EMAIL:SALES@PAKQUALITYFOODS.COM

## **CREDIT APPLICATION FOR A BUSINESS ACCOUNT**

BUSINESS INFORMATION								
DATE:								
Company name:								
Phone: Fax:			E-mail:					
Bill To address:								
City:			State:		ZIP Code:			
Ship To address								
City: St		State:				ZIP Code:		
Buyer Contact:				Phone:			Fax:	
A/P Contact:				Phone:			Fax:	
Hours of Operation				Del Time:		am pm	Days Closed	
BUSINESS OWNERSHIP								
In Business Since:	Own or Lease:			PO Req		PO Requi	ired:YESNO	
Sole proprietorship:	Partners	Partnership:		Corporation:			LLC:	
FEDERAL TAX ID#:				STATE ID#:				
OWNERS, PRINCIPALS, OR CORPORATE OFFICERS:								
NAME:			SS#		DL#			State
Address:								
City:			State:		ZIP Code:			
			BANK INFO	ORMATION				
Bank name:								
Bank address:			Phone:			Fax:		
City:			State:		ZIP Code:			
Bank Contact:			Email:					
Type of account:	Account number:							
Savings	Account number:							
Checking	Account number:							
Other								
BUSINESS/TRADE REFERENCES								
Company name:			Contact:					
Address:								
City:			State:			ZIP Co	de:	
Phone:	Fax:			E-mail:				
Company name:			Contact:					
Address:								
City:			State:			ZIP Co	de:	
Phone:	Fax:			E-mail:				
Company name:				Contact:				
Address:								
City:				State: Z			ZIP Co	de:
Phone:	Fax:			E-mail:				

#### AGREEMENT

By submitting this application, you authorize PAK QUALITY FOODS LLC to make inquiries into the banking and business/trade references that you have supplied and authorize the release of its bank account information. If credit is extended, applicant acknowledges that PAK's terms are payment due upon receipt of invoice. In the event of failure to timely pay an invoice, applicant hereby agrees to pay late payment charges of 1.5% per month on all overdue accounts, but if such late charges exceed the maximum permitted by law, the late charge will be the maximum permitted by law. Should it become necessary for PAK to file suit to enforce payment of any charges, applicant agrees that venue for such suit is in Tom Green County, Texas, and that PAK shall be entitled to court costs, attorney fees, and interest to the extent permitted by law.

Signature:		Signature:			
Printed Name:		Printed Name:			
Title:	Date:	Title:	Date:		

### PERSONAL GUARANTY

In consideration of the extension of credit to \_\_\_\_\_\_ (hereinafter "COMPANY"), the undersigned, jointly, severally and unconditionally guaranty and promise to pay all amounts now owing or which may hereinafter become owing by the COMPANY to PAK Quality Foods, LP. (hereinafter PAK") It is understood and agreed that this is a continuing guaranty and PAK shall not be obligated to notify the undersigned of the dates or amounts of any such credit, that the undersigned waive demand and notice of default and agree that any extension of time or other forbearance which may be granted by PAK shall not affect or alter PAK"s rights under this guaranty.

The undersigned further waives (a) notice of acceptance of guaranty; (b) any demand for paying under this guaranty; (c) benefit of all exemptions and homestead laws; (d) all set-offs and counterclaims; (e) all other notices to which the undersigned might otherwise be entitled.

The undersigned for themselves and the COMPANY further agree to pay a service charge to PAK at the maximum rate allowed by Tom Green County, Texas on all delinquent balances as well as all costs and expenses PAK may incur in connection with the collection of any delinquent balance or any other default by the COMPANY on any agreement or transaction the COMPANY may enter into with PAK in eluding without limitation reasonable attorney's fees and all other fees arising from placement of collection.

This is a guaranty of payment and not of collection and the undersigned further waives any right to require that any action be brought against the COMPANY or to require that resort be had to any security. The undersigned's obligation shall remain effective and be enforceable regardless of any subsequent incorporation, reorganization, merger, or consolidation, transfer, or sale of the COMPANY or any other change In the composition, nature, personnel or location of the COMPANY. This guaranty shall Insure to the benefit of PAK, its successors and assigns and shall bid the heirs, executors, personal representatives, administrators, assignees, purchasers, and other successors of the undersigned.

Signature of Guarantor	Signature of Guarantor
Name (print)	Name (print)
Social Security #:	Social Security #:
Home Address:	Home Address:
City/State/Zip	City/State/Zip
Home Phone:	Home Phone:
Witness Signature	Witness Signature
Name (print)	Name (print)

PAK QUALITY FOODS LLC 404 Pulliam Street San Angelo, TX 76903 Phone: 325-658-4244 Fax: 325-658-6947