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CREDIT APPLICATION

CUSTOMER INFORMATION

Company Name: _____ DBA or Trading As: _____

Physical Address: _____ City: _____
State: _____ Zip: _____

Billing Address: _____ City: _____
State: _____ Zip: _____

Phone Number(s): _____ Fax Number(s): _____

BUSINESS CREDIT INFORMATION

Federal Tax ID #/ SS#: _____ PACA License #: _____

D&B#: _____ Year Business Established: _____

Federal Tax ID #/ SS#: _____

If Affiliate/Subsidiary, Indicate Parent: _____ Number of Employees: _____

Annual Sales Volume: _____ Purchasing Agent: _____

Date of Incorporation: _____ State of Incorporation: _____

OWNERSHIP: (A) AND IF APPLICABLE (B) OR (C) MUST BE COMPLETED

Company Type: Sole Proprietorship Partnership Corporation Limited Liability Entity

(A) Individual Responsible: Name: _____ Email Address: _____

Home Address: _____ Home Phone: _____

Social Security Number: _____ Driver's License Number: _____

(B) Partnership: First Partner Name: _____ Email Address: _____

Home Address: _____ Home Phone: _____

Social Security Number: _____ Driver's License Number: _____

Second Partner Name: _____ Email Address: _____

Home Address: _____ Home Phone: _____

Social Security Number: _____ Driver's License Number: _____

(C) Corporation: Name of President: _____

Name of Vice President: _____ Name of Treasurer: _____

Name of Accounts Payable Contact: _____ Phone Number: _____

Address of Principal Office (if different than above): _____ Phone Number: _____

TRADE REFERENCES

Name: _____ Address: _____

Phone Number: _____ Email Address: _____

Name: _____ Address: _____

Phone Number: _____ Email Address: _____

Name: _____ Address: _____

Phone Number: _____ Email Address: _____

BANK REFERENCES

Bank Name: _____ Contact: _____

City: _____ Checking Account Number: _____
State: _____ Zip: _____

Phone Number: _____ Email Address: _____

Bank Name: _____ Contact: _____

City: _____ Checking Account Number: _____
State: _____ Zip: _____

Phone Number: _____ Email Address: _____

CREDIT TERMS AND POLICY

Customer warrants and represents that all information provided in this Credit Application ("Application") is true and correct to the best of Customer's knowledge. Customer acknowledges that Southern Fruit and Vegetables, Inc. d/b/a Athena Farms ("Seller") will rely on the information provided herein by Customer to determine whether to extend credit to Customer. The decision to extend credit to Customer shall be made by Seller in its sole and exclusive discretion, and Seller may refuse to extend credit to Customer for any reason, or no reason at all, and at any time without prior notice to Customer, except as required by law. **Customer expressly authorizes Seller to obtain a consumer credit report from time to time through credit and reporting agencies or other sources in order to further evaluate the continued extension of business credit to Customer.**

Failure to remain within the credit terms provided on Seller's invoices could result in Customer's account being placed on C.O.D. until the entire balance is paid and subject Customer's account to interest at either 1.5% per month or the maximum rate permitted by law. Customer shall be liable for any deficiency after repossession and sale. In the event of default, Customer shall pay all costs of collection, reasonable attorneys' fees, court costs, repossession fees and collection agency fees. Costs of collection, including reasonable attorneys' fees, court costs, pre-judgment interest, repossession fees and collection agency fees shall be considered sums owing in connection with the underlying transactions under the PACA trust, 7 U.S.C. § 499e.

I am authorized to sign this Application on behalf of Customer.

Name: _____ Signature: _____ Date: _____

CONTINUING PERSONAL GUARANTEE

In consideration for the extension of credit to Customer by Seller the undersigned, personally, jointly and severally, guarantee payment of all past, present, or future indebtedness of Customer to the Seller as the same may be renewed, extended or rearranged from time to time. This Guarantee is an absolute, completed and continuing one. Guarantor(s) waive(s) notice of acceptance and reliance on this Guarantee, notice of sales to Customer or any liabilities or obligations incurred by Customer, notice of default by Customer, and notation of nonpayment with respect to the obligation covered under the guarantee. This Guarantee is binding upon the undersigned, their heirs, personal representatives, successors, and assigns, and shall inure to benefit of the Seller, its successors and assigns.

The undersigned shall pay all costs of collection, including accrued interest, court costs and repossession fees, collection agency fees, and reasonable attorneys' fees. All costs of collection, including court costs and repossession fees, collection agency fees, and reasonable attorneys' fees shall be considered sums owing in connection with the underlying transactions under the PACA trust. Seller may waive or release collateral or other guarantors, without notice to or consent of the undersigned.

First Guarantor Name: _____ Signature: _____

Home Address: _____ Home Phone: _____

Social Security Number: _____ Email Address: _____

Second Guarantor Name: _____ Signature: _____

Home Address: _____ Home Phone: _____

Social Security Number: _____ Email Address: _____