



CREDIT APPLICATION

Terms Requested _____

Legal Name _____ D.B.A. _____

Address _____ City _____ State _____ Zip code _____

Phone Number _____ Fax Number _____ Cell Number _____

FEDERAL ID# (IF CORP OR PARTNERSHIP) _____ SS# (IF SOLE PROP.) _____

Years In Business: _____ Business is a: CORP _____ PARTNERSHIP _____ SOLE PROP _____

[1.] Principal Name/Title: _____

Home Address _____ City/State _____ Zip Code _____

Home Phone Number _____ Cell Phone Number _____ Social Security Number _____

[2.] Principal Name/Title: _____

Home Address _____ City/State _____ Zip Code _____

Home Phone Number _____ Cell Phone Number _____ Social Security Number _____

ACCOUNTS PAYABLE CONTACT

The person listed below is responsible for answering questions about unpaid invoices or remittance documents.

Contact _____ Title _____ Phone _____ Fax _____

Email Address _____

BANK INFORMATION

Bank Name _____ Account # _____

Address _____ Phone _____ Contact _____

TRADE REFERENCES – FOOD SUPPLIERS

1. Business Name _____ Phone# _____ Account # _____

2. Business Name _____ Phone# _____ Account # _____

3. Business Name _____ Phone# _____ Account # _____

CREDIT AGREEMENT

In consideration of Get Fresh Produce, Inc (Company) extending credit to the undersigned corporation/individual on open invoices for good purchased from the Company, _____ (Debtor) hereby conveys and agrees with the Company as follows: Debtor shall pay for each invoice in accordance with the terms. Failure to pay said account balance within the prescribed period shall be a default hereunder and shall bear interest from the date of delinquency at the rate of 1.5% per month or at the maximum permitted by law. Upon failure of Debtor to pay in accordance with specified terms, the company may take legal measures to collect the outstanding balance of said account: and Debtor agrees to pay interest, plus costs and reasonable fees for collection agencies or attorneys employed in the collection of said terms. Debtor has executed this agreement, and the Company accepted same on the _____ day of _____ 20__.

Debtor (company name) _____ By: Officer/Owner _____

Address _____ City _____ State _____ Zip _____

PERSONAL GUARANTY

I, _____ residing at _____ for and in consideration of your extending credit at my request to _____ (debtor), Hereby personally guarantee to you prompt & full payment of all obligations of the Debtor, and I Hereby agree to bind myself to pay you promptly on demand any sum which may become due to you whenever the Debtor shall fail to pay the same. It is understood that this guaranty shall be a continuing and irrevocable guaranty and indemnify for such indebtedness of the Debtor. I do hereby waive any notice of default, non-payment and notices thereof and consent to any modification or renewal of the credit agreement hereby guaranteed. I further agree to pay all costs and reasonable attorney's fees incurred by oblige in collecting amounts hereby guaranteed whether from obligator or guarantor.

Signature _____ Title _____ Authorized by Officer/Owner _____ Date _____

BANK WRITTEN AUTHORIZATION

Please provide Get Fresh Produce, Inc. and/or Credit Consultants. Inc t/a PMS, information regarding my credit history with your bank. I hereby authorize the release of this information for Credit Purposes.

Corporate Name: _____ DBA _____

Authorized Signature _____

Title _____ Date: _____

Step 1: Identify the seller

1 Name GroFresh Produce
2 Business address 1441 Brewster Creek Blvd
Bartlett IL 60103
City State Zip

Step 2: Identify the purchaser

3 Name _____
4 Business address _____

City State Zip

5 Complete the information below. Check only one box.

- The purchaser is registered as a retailer with the Illinois Department of Revenue. _____
Registration number
- The purchaser is registered as a reseller with the Illinois Department of Revenue. _____
Resale number
- The purchaser is authorized to do business out-of-state and will resell and deliver property only to purchasers located outside the state of Illinois. See Line 5 instructions.

Step 3: Describe the property

6 Describe the property that is being purchased for resale or list the invoice number and the date of purchase.
Food, Food Ingredients, containers, wrapping and
packaging materials / related

Step 4: Complete for blanket certificates

- 7 Complete the information below. Check only one box.
- I am the identified purchaser, and I certify that all of the purchases that I make from this seller are for resale.
 - I am the identified purchaser, and I certify that the following percentage, _____ %, of all of the purchases that I make from this seller are for resale.

Step 5: Purchaser's signature

I certify that I am purchasing the property described in Step 3 from the stated seller for the purpose of resale.

Purchaser's signature Date

Note: It is the seller's responsibility to verify that the purchaser's Illinois registration or Illinois resale number is valid and active.

General information

When is a Certificate of Resale required?

Generally, a Certificate of Resale is required for proof that no tax is due on any sale that is made tax-free as a sale for resale. The purchaser, at the seller's request, must provide the information that is needed to complete this certificate.

Who keeps the Certificate of Resale?

The seller must keep the certificate. We may request it as proof that no tax was due on the sale of the specified property.

Do not mail the certificate to us.

Can other forms be used?

Yes. You can use other forms or statements in place of this certificate but whatever you use as proof that a sale was made for resale must contain

- the seller's name and address;
- the purchaser's name and address;
- a description of the property being purchased;
- a statement that the property is being purchased for resale;
- the purchaser's signature and date of signing; and
- either an Illinois registration number, an Illinois resale number, or a certification of resale to an out-of-state purchaser.

Note: A purchase order signed by the purchaser may be used as a Certificate of Resale if it contains all of the above required information.

When is a blanket certificate of resale used?

The purchaser may provide a blanket certificate of resale to any seller from whom all purchases made are sales for resale. A blanket certificate can also specify that a percentage of the purchases made from the identified seller will be for resale. In either instance, blanket certificates should be kept up-to-date. If a specified percentage changes, a new certificate should be provided. Otherwise, all certificates should be updated at least every three years.

Specific instructions

Step 1: Identify the seller

Lines 1 and 2 Write the seller's name and mailing address.

Step 2: Identify the purchaser

Lines 3 and 4 Write the purchaser's name and mailing address.

Line 5 Check the statement that applies to the purchaser's business, and provide any additional requested information.

Note: A statement by the purchaser that property will be sold for resale will not be accepted by the department without supporting evidence (e.g., proof of out-of-state registration).

Step 3: Describe the property

Line 6 On the lines provided, briefly describe the tangible personal property that was purchased for resale or list the invoice number and date of purchase.

Step 4: Complete for blanket certificates

Line 7 The purchaser must check the statement that applies, and provide any additional requested information.

Step 5: Purchaser's signature

The purchaser must sign and date the form.





EXHIBIT 1

AUTHORIZATION AGREEMENT FOR PREAUTHORIZED PAYMENTS (ACH DEBITS)

<input type="checkbox"/> ADD (New Participant)	<input type="checkbox"/> CHANGE (Financial Institution and/or Account #)	<input type="checkbox"/> DELETE (Cancel Participation)
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Fixed Amount and Date Account Authorization

I (we) hereby authorize _____, (the "Company", to initiate debit entries and if necessary, initiate credit correction or adjustment entries to my (our) account at the financial institution indicated below.

I (we) understand that should the regularly scheduled debit date fall on a weekend or a federal holiday, the debit shall occur on the following banking date.

Variable Amount and Date Account Authorization

I (we) hereby authorize _____, (the "Company", to initiate debit entries and if necessary, initiate credit correction or adjustment entries to my (our) account at the financial institution indicated below.

I (we) understand that should the regularly scheduled debit amount vary above the set range, we will receive written notification from the Company of the new amount no later than ten (10) calendar days before the scheduled transfer date. If the scheduled date of the debit changes (other than for a weekend or federal holiday when the debit shall occur on the following banking date), I (we) will receive written notice from the Company no later than seven (7) calendar days before the new scheduled transfer date.

Please attach a voided check or financial institution verification letter for account validation.

CHECKING

SAVINGS

Depository Financial Institution		Branch
Address		
City	State	Zip Code
Amount/Range to Debit	Debit Date	
Recurrence (Circle One): One Time Only <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annually <input type="checkbox"/>		

TRANSIT ROUTING NUMBERS

ACCOUNT NUMBER INFORMATION

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This authority is to remain in full force and effect until the Company has received written notification from me (or either of us) of its termination in such a time and manner as to afford the Company and the Depository Institution a reasonable opportunity to act on it.

Name(s) - Please Print		
Address		City and State
Zip Code		
Signed	Date	Signed
Date		Date

THIS FORM IS TO BE RETAINED BY THE COMPANY AS A MATTER OF RECORD. PLEASE RETAIN A COPY FOR YOUR RECORDS.