

A & J PRODUCE CORPORATION.

A MEMBER OF THE NEW YORK PRODUCE TRADE ASSOCIATION, INC.

140 NEW YORK CITY TERMINAL MARKET

BRONX, NEW YORK 10474

TELEPHONE: 718-589-7877

P. Bowen@ajproduce.com

FAX: 718-589-5808

TODAY'S DATE: _____

CUSTOMER INFORMATION:

Name of owner: _____ SOCIAL SECURITY# _____

Home Address: _____ City: _____ State: _____ Zip Code: _____

Company Name: _____ D/B/A: _____

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

Telephone: _____ Fax: _____ Cell: _____

EMAIL: _____

Years in Business: _____ Corporation: _____ Partnership: _____ Individual: _____ PACA License # _____

PLEASE ATTACH COPY OF DRIVERS LICENSE AND MARKET ID.

BANK INFORMATION:

Bank Name: _____ Account Number _____

Address: _____ City: _____ State: _____ Zip Code: _____

Contact: _____

HAVE YOU APPLIED IN THE NEW YORK PRODUCE TRADE ASSOCIATION FOR CREDIT: YES: ___ NO: ___

MARKET REFERENCES:

Name of contact person: _____ Telephone: _____

Name of contact person: _____ Telephone: _____

BUSINESS REFERENCES:

Company: _____ Telephone: _____

Company: _____ Telephone: _____

AUTHORIZATION FOR CREDIT REPORT

The undersigned is executing this Authorization for Credit Report individually for the purpose of authorizing A&J PRODUCE CORP. and the New York Produce Trade Association, Inc. to obtain a consumer and/or commercial credit report from time to time on the undersigned and Customer through credit and reporting agencies, banking or credit institutions or other sources in order to further evaluate the credit worthiness of such individual or his affiliated business entity in connection with the credit evaluation process and the extension of business credit to Customer. The undersigned, as an individual, hereby knowingly consents to the use of such credit report in connection with the fair credit reporting act as contained in 15 U.S.C & 1681, et seq., as amended from time to time.

PRINT NAME

SIGNATURE

DATE

INDIVIDUAL PERSONAL GUARANTEE

I, THE UNDERSIGNED, PERSONALLY AND UNCONDITIONALLY GUARANTEE THE PAYMENT OF ALL OBLIGATIONS NOW EXISTING OR HEREAFTER ARISING BY _____ (HEREINAFTER CALLED "CUSTOMER") FOR MERCHANDISE PURCHASED BY ME AND/OR ANYONE REPRESENTING MY FIRM. IF CUSTOMER DEFAULTS UNDER ITS TERMS WITH US, THEN UPON DEMAND YOU WILL IMMEDIATELY PERFORM ALL OBLIGATIONS OF CUSTOMER, INCLUDING WITHOUT LIMITATION PAYING ALL AMOUNTS DUE US. THIS IS AN ABSOLUTE AND CONTINUING GUARANTEE WHICH WILL NOT BE DISCHARGED OR AFFECTED BY ANY DEFENSE OR COUNTERCLAIM OR YOUR DEATH AND WILL BIND YOUR HEIRS AND PERSONAL REPRESENTATIVES. IF PLACED IN THE HANDS OF AN ATTORNEY FOR COLLECTION, I AGREE TO PAY ALL ATTORNEYS FEES AND ANY ADDITIONAL COSTS, INCLUDING COURT COSTS INCURRED TO ENFORCE COLLECTION. THIS PERSONAL GUARANTEE IS GOVERNED BY LAWS OF NEW YORK. YOU CONSENT TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT. YOU WAIVE YOUR RIGHTS TO A JURY TRIAL.

Clear copy of Drivers License

PERSONAL GUARANTEE

FOR VALUE RECEIVED and to induce A & J Produce Corp. (hereafter "Seller") to continue to provide credit from time to time to _____ (hereafter "Customer") the undersigned does hereby request Seller to extend from time to time to Customer such credit as Seller may deem proper, and the undersigned does hereby guarantee full and prompt payment to Seller when due at all times hereafter of any and all indebtedness, liabilities and obligations of every nature and kind of Customer to Seller, and every balance and part thereof, whether now owing or due or which may hereafter from time to time be owing or due and without limit to the dollar amount due.

The undersigned also agrees to pay in addition thereto all costs, expenses and reasonable attorneys' fees paid or incurred to collect said indebtedness, liabilities and obligations or in enforcing this Guaranty.

This Guaranty shall not be impaired by any compromise, release, renewal or modification of any said indebtedness, liabilities and obligations. In order to hold the undersigned liable hereunder it shall not be necessary for Seller to first resort for payment to Customer. Diligence in collection, presentment for payment, demand, protest and notice of dishonor, or default, of non-payment, of the creation or existence of indebtedness, liabilities, and obligations and of extension of credit and indulgence hereunder are hereby expressly waived.

In case of death, dissolution, liquidation, insolvency or bankruptcy of the Customer, all indebtedness, liabilities and obligations shall become immediately due. This Guaranty shall continue, absolute and unconditional and shall remain in full force until written notice of its discontinuance shall be actually received by Seller by Registered Letter and also until all indebtedness, liabilities and obligations created before receiving such notice shall be fully paid.

Death or dissolution of the undersigned shall not terminate this Guaranty until notice shall have actually been received by the Seller by Registered Letter and also until all indebtedness, liabilities and obligations created before receiving such notice shall be fully paid.

Seller shall, without notice, sell, assign, or transfer said indebtedness, liabilities and obligations or any party thereof, and in that event assignee, transferee or holder of any part thereof shall have the right to enforce this Guaranty.

The undersigned shall furnish to Seller a personal financial statement listing and describing the nature and the location of all assets, as well as a list of all liabilities and claims against those assets. The undersigned shall provide Seller with a list of all Personal Guarantees the undersigned has previously signed.

This Guaranty shall be construed according to the laws of the State of New York and it is binding on the undersigned and upon their heirs, legal representatives, successors, and assigns of the undersigned, and shall inure to the benefit of Seller, its successors, legal representative and assigns.

By: _____

Date: _____

Guarantor

STATE OF _____ COUNTY OF _____

On this _____ day of _____, before me _____ to me known, who, being by me duly sworn, did acknowledge, depose and say that he/she resides at _____, and executed the foregoing instrument; and that he/she signed.

Notary Seal

NOTARY PUBLIC

My

Commission

Expires
