

Credit References: (Please furnish complete information)

1

FIRM NAME _____

ACCOUNT # _____

ADDRESS _____

CITY _____ STATE & ZIP _____

PHONE _____

FAX _____

2

FIRM NAME _____

ACCOUNT # _____

ADDRESS _____

CITY _____ STATE & ZIP _____

PHONE _____

FAX _____

3

FIRM NAME _____

ACCOUNT # _____

ADDRESS _____

CITY _____ STATE & ZIP _____

PHONE _____

FAX _____

BANK _____ ADDRESS _____ CHECKING SAVINGS ACCT. # _____

(2) Customer authorizes Ingardia Bros. or it's agent to obtain credit reports for the purpose of establishing, maintaining or enforcing a credit relationship. Upon approval of credit, I/We agree to pay our account according to the terms granted and I/We acknowledge that I/we have read and fully understand Paragraph 1 of this application. Should it become necessary to file suit to enforce payment, applicant agrees that such suit may be brought in Orange County, California at seller's option and that seller be entitled to court costs and attorney's fees.

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930, (7 U.S.C. 499(e)(x)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Any and all court issues will be at the court allocated for Ingardia Bros. Produce Inc., Santa Ana, CA 92705, in the event of any default under this obligation.

Please print full name, title/position, date, and sign as an individual.

Name _____ Title _____ Date _____

Signature _____

PERSONAL GUARANTEE

The within guarantee is made for the benefit of, and to obtain credit on a continuing basis from Ingardia Bros. The undersigned hereby guarantees the performance of all obligations of the debtor, including but not limited to payment of all present and future indebtedness to Ingardia Bros., whether secured or unsecured and regardless of how the indebtedness is represented or incurred and regardless of prior notice, demand or pursuit of remedies against the party primarily liable. The undersigned consents to any extension or alteration of any obligation and guarantees such without prior notice. This guarantee shall continue in effect until the undersigned has notified Ingardia Bros. in writing via certified mail of its cancellation, but such cancellation shall not alter any obligation of the undersigned arising thereunder prior to receipt of such written notice.

The undersigned hereby authorizes Ingardia Bros. or it's agent to investigate his/her credit and authorizes any bank, mortgage lender or landlord, credit reference or any other party to release information to Ingardia Bros. or it's agent, and hold harmless for said disclosure. The undersigned grants a security interest in all goods sold, and agrees to pay any and all attorney, court fees, cost of collection, interest at the maximum legal rate, and at the court allocated for Ingardia Bros Produce Inc., Santa Ana, CA 92705, in the event of any default under this obligation.

Signature _____

Date _____

Signature _____

Date _____

Signature _____

Date _____