



AMIGOS MEAT DISTRIBUTORS ESAT, LP

5368 Drake Dr SW Atlanta, GA 30336

Tel (404) 472-1119 Fax (404) 974-4614

CUSTOMER CREDIT APPLICATION

Company Name _____ DBA _____

Business Address _____ City _____ State _____ ZIP _____

Billing Address (if different) _____

Telephone # _____ Fax # _____ Federal ID# _____

Type of Business _____ State Incorporated _____ Year Incorporated _____

List proprietors, partners of officers:

Name _____ Title _____ DOB _____ DL# _____ S.S.N _____

Home Address _____ City _____ State _____ Zip Code _____ Phone _____

Name _____ Title _____ DOB _____ DL# _____ S.S.N _____

Home Address _____ City _____ State _____ Zip Code _____ Phone _____

Have any other business? _____ Specify _____

Proprietorship () Partnership () Corporation () State Incorporated In _____

How Long in Business _____ Principal Business Activity _____

Federal Tax # _____ Tax Exempt Yes _____ No _____ Tax Exempt # _____

Ever Filed Bankruptcy? _____ If, Yes Courthouse Name _____

Trade References

Name _____ Address _____ Contact _____

City _____ State _____ Zip _____ Phone # _____ Fax # _____

Name _____ Address _____ Contact _____

City _____ State _____ Zip _____ Phone # _____ Fax # _____

Name _____ Address _____ Contact _____

City _____ State _____ Zip _____ Phone # _____ Fax # _____

Bank References

Name _____ Address _____ Contact _____

City _____ State _____ Zip _____ Phone # _____ Fax # _____

Account # _____

Agreement:

For Credit consideration, I declare all information and enclosures are true and correct to the best of my knowledge and belief, my signature attest to the applicant's financial solvency and willingness to pay all obligations as they become due. I understand the terms to be 7 days Net, unless otherwise agreed. If requested, I understand credit availability is at the sole discretion of the creditor and depends on our payment history, current account condition, and other relevant information. I declare that I have authority to apply for credit on behalf of the herein- named business. By signing this application, I authorize Amigos Meat Distributors, LP ("Amigos") or it's agent to investigate my personal credit and financial records including my banking records. As part of such investigation, I authorize Amigos to request and obtain consumer credit reports on me in connection with the opening, monitoring, renewal and extension of this and other accounts with Amigos. I further authorize Amigos to share the information received from my consumer credit report with subsidiaries, and affiliates. With my signature, I specifically agree that any legal action arising hereunder shall be resolved in the County of Harris, State of Texas.

(MUST BE SIGNED BY AN OFFICER OR AUTHORIZED REPRESENTATIVE)

Company Name _____

By: _____ Title _____ Signature _____

Application can not be processed without signature.

Terms:



AMIGOS MEAT DISTRIBUTORS ESAT, L.P.

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INDIVIDUAL PERSONAL GUARANTY

The undersigned jointly, severally and primarily hereby guaranty absolutely and unconditionally, payment upon demand, and indebtedness or balance of indebtedness to AMIGOS MEAT DISTRIBUTORS ESAT, LP resulting from purchase made by (Trade Style) _____ and/or deliveries made to (Address, City, State, Zip) _____ heretofore and hereafter incurred and in whatever form it may be evidenced.

The undersigned further agrees to pay all cost and expenses, including reasonable attorney fees incurred in the collection of such indebtedness of the enforcement of the guaranty whether or not suit is actually instituted.

The guaranty shall only cease if written notice of revocation, by registered mail, be acknowledged by AMIGOS MEAT DISTRIBUTORS LP and the balance appearing on their books is clear and there is no pending delivery in the process. It shall not cease should a change occur in the trade style, in the corporate principals, in the location either the business or the guarantor, or in the status of the debtor.

The undersigned does hereby subordinate and postpone all claims that may now or hereafter exist against the above in favor of payment to you of all claims that you might have against the above. The undersigned also hereby waives notice of acceptance of this guarantee as well as all demand, protests, presentments and notices of every kind of nature, and all right require you to proceed against the above or any other person, or to proceed against or apply any security held by you or to pursue any other remedy necessary.

The undersigned further agrees that this Guaranty shall not in any way be diminished by your taking or having any note, obligation or security for the indebtedness hereby guaranteed, or by any extension, indulgence or change in the time, terms or amount of payment, whether the same is done before or after any default with or without notice, or by the complete or partial release or settlement by you with any guarantor or by any acceptance of settlement or composition in liquidation, re-adjustment, receivership, bankruptcy, reorganization, general assignment, or otherwise.

It is understood that there are no conditions or limitations to this guarantee, except those stated herein, and that after execution no alteration, change or modification hereto shall be binding or effective unless executed in writing. This guarantee is assignable in full or in part, together with anyone or several or all of the indebtedness, which is guaranteed, and when so assigned the undersigned shall be bound as above to the transferees.

I, the undersigned further declare to AMIGOS MEAT DISTRIBUTORS EAST, LP that I am duly authorized to sign this credit application form on behalf of the person and/or company herein represented, in order to induce Amigos Meat Distributors ("Amigos") to extend or to continue to extend credit to ("Customer") Guarantor unconditionally and primarily the payment of all Obligations of Customer to Amigos.

"Obligations" means all Customer's indebtedness and obligations to Amigos of every description whether for payment of otherwise, now existing or hereafter arising. Obligations shall also include all interest, taxes, fees, charges, expenses, and attorneys' fees chargeable to Customers or incurred by Amigos in connection with any transaction between Customer and Amigos.

Guarantor agrees and acknowledges that with or without notice to or further assent Guarantor: (I) any agreement to which Customer is a party, may be modified, supplemented or terminated in any manner: (II) any security (including this Guaranty) at any time held by or available to Amigos for all or any part of the Obligations may be sold, assigned, exchanged, surrendered, compromised, or released: (III) all or any part of the Obligations may be charged, renewed, extended, surrendered, waived, or released in whole or in part: and (IV) Amigos may extend further credit in any manner whatsoever to Customer as Amigos may, in its sole discretion, determine.

...CONTINUING INDIVIDUAL PERSONAL GUARANTY

Guarantor agrees that notwithstanding any of the foregoing the undersigned shall remain bound under this Guaranty and that the undersigned's obligations hereunder shall not be affected by the recovery or any judgment against any Customer or any other circumstance which might otherwise constitute a legal or equitable discharge or defense or a guarantor.

The undersigned further agrees that the unenforceability of any part of the Obligations shall not affect, be a defense to this Guaranty, or affect the liability of Guarantor.

This is a guaranty of payment and not of collection. Guarantor waives any obligation of Amigos to bring any action against Customer, for resort to any other right or remedy which may be available to Amigos. Guarantor hereby expressly waives: (I) notice of the acceptance of this Guaranty, (II) presentment and demand for payment of any of the obligations: (III) protest and notice of dishonor or default to the undersigned or to any other person for payment of any of the Obligations: (IV) any demand for payments under this Guaranty: (V) any other notice or demand, (VI) any right of subrogation to any of Amigos rights against Customer: and (VII) any defenses available to a guarantor under the laws of Texas.

Guarantor agrees that the books and records or Amigos showing the amount owed by Customer to Amigos shall be conclusive as to the amount owed.

Guarantor agrees to pay Amigos all costs, attorneys' fees, and other expenses which Amigos incurs in the enforcement of this Guaranty or of its rights respect to the Obligations.

This is a Continuing Guaranty which shall remain in effect until notice of the termination in writing from the undersigned is actually received and acknowledged in writing by an officer of AMIGOS. Such termination will be effective only with respect to the those Guarantors that give written notice and then only with respect to all Obligations incurred or contracted by Customer after the date on which such notice is received. This Guaranty, however, shall remain in full force and effects as to all Obligations existing at the date of receipt of such notice, to all renewals and extensions thereof, and to all shipments in progress from Amigos to Customer. If, at any time, all or part any payment of the Obligations made by Customer or a Guarantor is rescinded or otherwise is returned must be returned by Customer or Guarantor for any reason whatsoever this guaranty shall remain in full and in effect, or shall be reinstated, as the case may be, as to the Obligations which were satisfied by the payment to be rescinded or returned, all as though such payment had not been made. Guarantor agrees to subordinate any claims that's Guarantor may have against customer or another Guarantor to Obligation guaranteed herein.

"Guarantor" as used herein shall, if this instrument is signed by more than one party, mean, unless this Guaranty states otherwise, each and every undertaking shall to their joint and several undertaking. If the Guarantor or Customer is a partnership, their agreements and obligations shall remain in force and applicable notwithstanding any changes in the individuals composing the partnerships and the terms Guarantor and Customer shall include any altered or successive partnerships. Any predecessor partnerships and theirs partners shall not thereby by released from any obligation or liability.

This Guaranty shall in all respect be governed, construed, applied, and enforced in accordance with the laws of the state of Texas, without regard to its choice of law rules. If Amigos brings any action hereunder in any of Texas or of the United States, Guarantor consents to and confers personal jurisdictions over Guarantor by such court or courts. Guarantor waives the right to demand a trail by jury. This Guaranty may not de amended, altered or contradicted expect a subsequent written agreement signed by Guarantor and Amigos.

X

Guarantor Signature

Date

Guarantor Address

Guarantor Printed Name

Guarantor City, St., Zip

X

Witness

Witness Printed Name



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AGREEMENT

For credit consideration, I declare that all information and enclosures are true and correct to the best of my knowledge and belief, my signature attests to the applicant's financial solvency and willingness to pay all obligations as they become due. I understand TERMS to be _____ unless otherwise agreed. If requested, I understand credit availability is at the sole discretion of the creditor and depends on our payment history, current account condition, and other relevant information. I declare that I have authority to apply for credit on behalf of the herein-named business and hereby authorize you to make inquires and investigate, as you deem necessary for your credit purpose. My signature below also authorizes my banks to release general account and financial information for this credit investigation and analysis.

(MUST BE SIGNED BY AN OFFICER OR AN AUTHORIZED REPRESENTATIVE)

COMPANY NAME: _____

BY:	TITLE:	DATE:
SIGNATURE:		NAME (please print)
BY:	TITLE:	DATE:
SIGNATURE:		NAME (please print)

Application can not be processed without signature.

Terms: