



CREDIT AGREEMENT & PERSONAL GUARANTEE
TELEPHONE: (973) 546-8601

SALESPERSON: \_\_\_\_\_

Corporate Name: \_\_\_\_\_ D/B/A: \_\_\_\_\_
Address: \_\_\_\_\_ Phone: \_\_\_\_\_
\_\_\_\_\_ Fax: \_\_\_\_\_

Entity Status: Corporation [ ] Partnership [ ] LLC [ ] Sole Proprietorship [ ]
Tax Id No.: \_\_\_\_\_
Date Founded: \_\_\_\_\_ State of Org.: \_\_\_\_\_ Years at Present Location: \_\_\_\_\_

Acct. Payable Contact: \_\_\_\_\_ Phone: \_\_\_\_\_
AP EMAIL: \_\_\_\_\_ Fax: \_\_\_\_\_

Principals: Name: \_\_\_\_\_ Phone: \_\_\_\_\_
Name: \_\_\_\_\_ Phone: \_\_\_\_\_
Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Trade Refs: Name: \_\_\_\_\_ Phone: \_\_\_\_\_
Name: \_\_\_\_\_ Phone: \_\_\_\_\_
Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Bank Name: \_\_\_\_\_
Address: \_\_\_\_\_ Phone: \_\_\_\_\_
\_\_\_\_\_ Fax: \_\_\_\_\_

Agri is hereby authorized to obtain credit reports about the Company on an ongoing basis and to check the Company's credit on an ongoing basis. If this application is approved, credit may be extended to the Company pursuant to the following terms:

All invoices must be paid within 30 days of delivery. All invoices must be signed by an authorized employee, which signature shall indicate your receipt and acceptance of the goods. Drop shipments may be necessary in the event you require delivery prior to having someone available to sign an invoice, in which case, you will be required to fax a signed invoice to Agri at 973-546-8609 on the delivery date. All objections to a delivery shall be irrevocably waived if not made in writing and faxed to Agri on the day of each such delivery. After thirty (30) days, Agri shall have the right to charge interest on any unpaid balance at the lower of (i) the rate of 1.5% per month or (ii) the maximum rate permitted by law. No delay on the part of Agri in exercising any rights hereunder or failure to exercise the same shall operate as a waiver of such rights.

All disputes which may arise between the parties hereto must be adjudicated before the USDA-PACA, the United States District Court for the District of New Jersey, or the state courts located in the State of New Jersey, County of Passaic. This Credit Agreement shall be governed and construed in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed entirely within such state. Whenever an attorney is used by Agri to obtain payment under or otherwise to enforce, declare or adjudicate any rights or obligations under this Credit Agreement, Agri shall be entitled to receive reasonable attorneys' fees in the sum of 25% plus all reasonable out of pocket costs and expenses.

Company: \_\_\_\_\_ AGRI EXOTIC TRADING, INC.
Signature: \_\_\_\_\_ Signature: \_\_\_\_\_
Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_
Title: \_\_\_\_\_ Title: \_\_\_\_\_
Date: \_\_\_\_\_ Date: \_\_\_\_\_

**Personal Guarantee**

For value received from Agri Exotic Trading, Inc. (hereinafter "Agri"), and to induce Agri to sell goods on credit to \_\_\_\_\_ (hereinafter, the "Customer"), \_\_\_\_\_ (hereinafter, "Guarantor") hereby unconditionally and irrevocably guarantees to Agri the payment in full (and not merely the collection of) all sums of money due to Agri from the Customer in accordance with the terms of the above Credit Agreement.

Agri shall not be required to make any demand on the Customer in order to enforce its rights and remedies hereunder against Guarantor. Guarantor absolutely, unconditionally and irrevocably waives any and all right to assert any defense, set-off, counterclaim or cross-claim of any nature with respect to this Guarantee or the obligations of Guarantor. The liability of Guarantor hereunder shall in no way be affected by any disability or other defense of the Customer or the cessation from any cause whatsoever of the liability of Customer. This Guarantee shall not be affected, impaired or released by reason of bankruptcy or insolvency of the Customer or any of its affiliates. Guarantor hereby waives: (i) presentment and demand for payment and protest of nonpayment; (ii) notices of acceptance of this Guarantee and of presentment, demand and protest; (iii) notice of any default hereunder or under the above Credit Agreement; (iv) demand for observance, performance or enforcement of any terms and provisions of this Guarantee or the Credit Agreement; and (v) all other notices and demands otherwise required by law which Guarantor may lawfully waive.

All disputes which may arise hereunder must be adjudicated before the United States District Court for the District of New Jersey, or the state courts located in the State of New Jersey, County of Passaic. This Guarantee shall be governed and construed in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed entirely within such state. Guarantor further agrees that whenever an attorney is used to obtain payment under or otherwise to enforce, declare or adjudicate any rights or obligations under this Guarantee, Guarantor shall pay said attorney reasonable attorneys' fees in the sum of 25% and agrees to reimburse said attorney for all out of pocket costs and expenses.

No delay on the part of Agri in exercising any rights hereunder or failure to exercise the same shall operate as a waiver of such rights; no notice to or demand on the undersigned shall be deemed to be a waiver of the obligations of the undersigned or of the right of Agri to take further action without notice or demand as provided herein; nor in any event shall any modification or waiver of the provisions of this Guarantee be effective unless in writing, nor shall any such waiver be applicable except in the specific instance for which it is given. Guarantor shall not have the right to assign this Guarantee in any manner without the prior written consent of Agri.

Guarantor acknowledges that no oral or other agreements, understandings, representations or warranties exist with respect to this Guarantee or with respect to the obligations of Guarantor under this Guarantee, except as specifically set forth in this Guarantee.

In witness of the above understanding, I have hereunto executed this Personal Guarantee as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
\_\_\_\_\_) ss.:  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20 \_\_\_\_ before me, a Notary Public in and for said state and county, personally appeared the person whose name is subscribed on this Personal Guarantee, and said person has satisfactorily identified himself/herself as the signer to this Personal Guarantee.

\_\_\_\_\_  
Notary Public