



CREDIT APPLICATION

This Credit Application (this "Application") is made to Next Day Gourmet®, also doing business as Superior Products, and all of its affiliates, divisions, subsidiaries and assigns (collectively the "Sellers") for the purpose of inducing Sellers to extend credit accommodations to the Applicant named below:



Trade Name (Applicant) _____ Telephone No. () _____ Fax No. () _____

Delivery Address _____ City, State _____ Zip Code _____ County _____

Full Firm Name - If Different From Trade Name (Applicant) _____

Billing Address - if Different From Above _____ City, State _____ Zip Code _____

COMPLETE APPLICABLE SECTION ONLY

1. Proprietor or #1: _____ Soc. Sec.#: _____ Driver's Lic.#: _____
 Partner Names #2: _____ Soc. Sec.#: _____ Driver's Lic.#: _____
 Home Address #1 _____ Phone: _____
 Home Address #2 _____ Phone: _____
 OR
 2. Corporation or LLC Name: _____ State of Formation: _____ FEIN: _____
 Principal Stckhldr(s)/Member(s): _____ Driver's Lic.#: _____
 Home Address: _____ Soc. Sec.#: _____ Phone: _____

Sales tax Information (Must Be Completed for all Applicants)

Sales & Use Tax No.: _____ Tax Exemption No.: _____

(ATTACH FORM OR TAX EXEMPTION CERTIFICATES FOR EACH STATE)

3. Name of Manager: _____ Phone: _____
 Address where bills will be paid from: _____ By Whom: _____

4. Applicant's type of Business Is: _____ 5. Applicant's State of Registration: _____ ie: (LP, LLC, INC.)
 5a. Date Applicant Was Established: _____

6. Applicant Has Operated From Its Current Address For _____ Years. 7. Applicant _____ Owns _____ Rents Its Present Place of Business
 List Name, Address & Phone No. of Landlord/Mtge. Holder: _____

8. Applicant's Business/Personal Credit References: **(Supplier/Bank/Personal References):**

| | | | | | | |
|-----|------|------|---------|-------------|----------|-----------|
| (1) | Bank | A/C# | Address | City, State | Zip Code | Tele. No. |
| (2) | Name | A/C# | Address | City, State | Zip Code | Tele. No. |
| (3) | Name | A/C# | Address | City, State | Zip Code | Tele. No. |
| (4) | Name | A/C# | Address | City, State | Zip Code | Tele. No. |

9. A copy of Applicant's Current Financial Statements is to be Attached to This Application: Yes No

10. Are the Applicant's Accounts Receivable, Inventory and/or Equipment Encumbered by a Present Lien or Security Interest: (If yes to any, include on Line 12.)
 Accounts Receivable Yes No Inventory Yes No Equipment Yes No

11. Other Business Names Used by Applicant To Obtain Credit:

| | | |
|----------------|---------|------|
| Full Firm Name | Address | Date |
|----------------|---------|------|

12. Outstanding Loans Made to Applicant:

| Name of Creditor | Type of Loan | Original Amt. Due | Present Amt. Due | Monthly Payment | Security |
|------------------|--------------|-------------------|------------------|-----------------|----------|
|------------------|--------------|-------------------|------------------|-----------------|----------|

Applicant hereby certifies that the information furnished under this Application and any other financial statements furnished in connection herewith, is true, correct, complete, and that this information is being furnished to Sellers for the purpose of inducing Sellers to extend credit to Applicant, and understands that Sellers intend to rely upon such information. Applicant represents and warrants that it is solvent, generally able to pay its debts as such debts become due, and has capital sufficient to carry on this business. Applicant understand and agrees to be bound by the terms contained in this Application and all invoices and other documents furnished by Sellers from time to time, all of which are incorporated herein by reference, and to promptly advise Sellers of any material change in the information provided herein, including, but not limited to, change of ownership, address or telephone. Applicant understands that Sellers will retain this Application whether or not it is approved. Applicant's Principals hereby authorize Sellers to check from time to time Applicant's Business and Principal's personal credit history and trade, bank and personal references (whether or not listed in this Application) for customary credit information, a copy (xerox, carbon photograph, etc.) of this authorization and signature(s) of the undersigned, shall be deemed to be the equivalent of the original and can be used as such to confirm the information contained on this Application, including, but not limited to, sending a copy hereof to the trade, bank and personal references, and to release information to other creditors regarding Applicant's credit experience with Sellers. THE UNDERSIGNED IS EXECUTING THIS APPLICATION IN HIS/HER CAPACITY AS AN OFFICER OF APPLICANT, AND INDIVIDUALLY FOR THE LIMITED PURPOSE OF AUTHORIZING SELLERS TO OBTAIN FROM TIME TO TIME A NON-BUSINESS CONSUMER CREDIT REPORT ON THE INDIVIDUAL UNDERSIGNED, IN ORDER TO FURTHER EVALUATE THE CREDITWORTHINESS OF SUCH INDIVIDUAL AS PRINCIPAL, PROPRIETOR AND/OR GUARANTOR IN CONNECTION WITH THE EXTENSION OF BUSINESS CREDIT. THE UNDERSIGNED, AS AN INDIVIDUAL, HEREBY KNOWINGLY CONSENTS TO THE USE OF SUCH CREDIT REPORT CONSISTENT WITH THE FEDERAL FAIR CREDIT REPORTING ACT AS CONTAINED IN 15 U.S.C. @ 1681, et. seq. APPLICANT UNDERSTANDS THAT THE TERMS AND CONDITIONS CONTAINED HEREIN ARE MATERIAL HERETO AND SPECIFICALLY MADE A PART HEREOF.



Next Day Gourmet®/ Superior Products

P.O. Box 64177
St. Paul, MN 55164-0177
Phone: 1-877-210-2550 Fax: 651-634-3552



TERMS AND CONDITIONS

In consideration of the extension of credit by Sellers to Applicant, Applicant agrees to the following terms and conditions:

- 1. Upon approval of this Application, Sellers in their sole discretion, and notwithstanding any request of Applicant, will assign Applicant a maximum credit line and shall have the right to increase, decrease or terminate Applicant's credit privileges under this Application at any time without prior notice to Applicant, except as otherwise provided by law.
2. All purchases by Applicant of goods and/or services from Sellers will be made in accordance with the terms and conditions of this application and any invoice and/or other documents evidencing Applicant's obligations to Sellers, all of which are incorporated herein by this reference. Applicant agrees and understands that Sellers, at their sole discretion, may change the terms and conditions of this Application.
3. Payment of the purchase price for goods and/or services acquired from Sellers shall be made pursuant to the terms set forth on each invoice, and Applicant agrees to pay all charges according to the payment terms established in said invoice. The entire outstanding balance due to Sellers on all invoices shall become due in full immediately upon default in the payment of any invoice.
4. Applicant agrees to pay interest in the amount of 1 + 1/2% per month, or the maximum rate that Applicant may lawfully contract to pay, whichever is less, and in all events calculated in accordance with applicable law, on any payment considered past due until collected. Applicant agrees to pay all costs of collection incurred by Sellers, including reasonable attorneys' fees and expenses, should a default in payment or any other obligation of Applicant occur.
5. This Application and all transactions between Applicant and Sellers shall be governed by and interpreted in accordance with the laws and decisions of the State of Indiana.
6. Applicant hereby agrees to immediately notify Seller of any sale of a significant portion of the assets or business of Applicant, or a sale of a substantial interest in the capital stock or other ownership interest of Applicant.
7. Applicant agrees to neither order nor accept goods from Sellers while applicant is insolvent within the meaning of Section 1-201 (23) of the UCC. Every order placed, or delivery accepted, while the Applicant is insolvent shall constitute a written misrepresentation of solvency to the Sellers within the meaning of Section 2-702 (2) of the UCC.
8. If this Application is not approved in full or if any other adverse action is taken with respect to Applicant's credit with Sellers, Applicant has the right to request within 60 days of Sellers' notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within 30 days of said request. The federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status or age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance programs; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning the creditor is the Federal Trade Commission, Washington, D.C.
9. Applicant irrevocably agrees and hereby consents and submits to the non-exclusive jurisdiction of any state or federal court located in the state where Sellers' operating company which provided this Application is located, without regard to the conflicts of law provisions thereof (the "Applicable State"), with regard to any actions or proceedings arising from, relating to or in connection with Applicant's obligations to Sellers or this Application. Applicant waives any right it may have to change the venue of any litigation brought against it by Sellers and further waives any right to trial by jury. Applicant hereby (a) agrees that Sellers may, at Sellers' sole option, require Applicant to arbitrate any controversy or claim arising out of or relating to this Application, any credit extended by Sellers to applicant or any other issue with the American Arbitration Association in accordance with its Commercial Arbitration rules and any judgment or award rendered in connection therewith shall be entered in any court having jurisdiction thereof, (b) consents to the Arbitration in the Applicable State, and to the application of Illinois law with the exception of Illinois conflicts of laws rules, and (c) agrees to pay all cost and expenses in connection with the arbitration, including, but not limited to, arbitrators' fees, administration fees and attorneys' fees.

PERSONAL GUARANTY

The undersigned, hereinafter referred to individually or collectively as "Guarantor", having a financial interest in Applicant, and benefiting from the transactions contemplated by this Agreement, hereby personally and unconditionally guaranties the payment by Applicant to Sellers of all amounts due and owing now, and from time to time hereafter ("Liabilities"), from Applicant to Sellers. Guarantor expressly waives notice from Sellers of its acceptance and reliance on this Personal Guaranty (this "Guaranty"), notice of sales made to Applicant, and notice of default by Applicant. The obligations of Guarantor hereunder shall not be affected, excused, modified or impaired upon the happening, from time to time of any event. No set-off, counter-claim or reduction of any obligation, or any defense of any kind or nature which Guarantor has or may have against Applicant or Sellers shall be available hereunder to Guarantor against Sellers. In the event of a default by Applicant on its obligations to Sellers, Sellers may proceed directly to enforce their rights hereunder and shall have the right to proceed first against Guarantor, without proceeding with or exhausting any other remedies it may have. Guarantor (i) hereby acknowledges that he or she may have rights of indemnification, contribution, reimbursement or exoneration from Applicant if Guarantor performs his or her obligations under this Guaranty (collectively the "Rights"); (ii) understands the benefits of having such Rights; and (iii) in further consideration of sellers extending financial accommodations to Applicant, knowingly and voluntarily waives and relinquishes any rights which may arise. Guarantor agrees that it shall have no right of subrogation whatsoever with respect to the Liabilities, or to any money due and unpaid thereon or any collateral securing the same, unless and until all Sellers shall have received payment in full of all sums at any time due. Guarantor agrees to pay all costs, expenses and fees, including reasonable attorneys' fees and expenses, which may be incurred by Sellers in enforcing this Guaranty or protecting their rights following any default on the part of Guarantor. Guarantor agrees that an interest charge of one and one-half (1 + 1/2%) percent per month, or the maximum rate that Guarantor may lawfully contract to pay, whichever is less, and in all events calculated in accordance with applicable law, shall be assessed on any amount due and owing to Sellers by Guarantor under this Guaranty until collected. This Guaranty shall be binding upon Guarantor, Guarantor's heirs, successors, assigns, and representatives and survivors, and shall inure to the benefit of Sellers, and each or them, jointly and severally, their successors, assigns, affiliates and shareholders and may be assigned by Sellers without notice to Guarantor. This Guaranty shall be governed by and interpreted with the laws and decisions of the State of Illinois. Guarantor irrevocably agrees, and hereby consents and submits to the nonexclusive jurisdiction of any state or federal court located in the state where Sellers' operating company which provided this Guaranty is located, without regard to the conflicts of law provisions thereof (the "Applicable State"), with regard to any actions or proceedings arising from, relating to or in connection with the Liabilities, this Guaranty or any collateral or security therefor. Guarantor hereby waives any right Guarantor may have to transfer or change the venue of any litigation brought against it by Sellers and further waives any right to trial by jury. If more than one, the obligations of the undersigned shall be joint and several. In the event of written termination of this Guaranty by Guarantor, such notice of termination shall not release or affect any of Guarantor's liabilities existing as of the date Sellers receive such notice of termination. Guarantor hereby (a) agrees that Sellers may, at Sellers' sole option, require Guarantor to arbitrate any controversy or claim arising out of or relating to this Guaranty or any other issue with the American Arbitration Association in accordance with its Commercial Arbitration rules and any judgment or award rendered in connection therewith shall be entered in any court having jurisdiction thereof, (b) consents to the arbitration in the Applicable State, and to the application of Illinois law with the exception of Illinois conflicts of laws rules, and (c) agrees to pay all costs and expenses in connection with the arbitration, including, but not limited to, arbitrators' fees, administration fees and attorneys' fees. If there are more than one of the undersigned, each shall remain liable on this Guaranty until each has given separate written notice to Sellers. Guarantor shall immediately notify Sellers in the event of any sale of a significant portion of Guarantor's interest in the capital stock or other ownership interest of Applicant.

X Signature Print Name Address Date
X Signature Print Name Address Date

USE OF A CORPORATE TITLE SHALL IN NO WAY LIMIT THE PERSONAL LIABILITY OF THE SIGNATORY