



Atlantic Fish & Distributing Co.

430 6th ST. S.E., CANTON, OH 44702 Phone 330-454-1307 Fax 330-452-6622

CUSTOMER APPLICATION AND AGREEMENT

INSTRUCTIONS: Please type in all answers, print off, sign, and give to your FSC. If the Purchaser is a corporation or other legal entity, this Customer Application and Agreement ("Agreement") must be signed by a duly authorized and appointed Officer or Manager of the entity who has authority to bind the Purchaser to an enforceable contract. If the Purchaser is a general or limited partnership, the Application must be signed by ALL general partners. Atlantic Fish & Distributing Co. ("Atlantic Foods") will rely upon the information provided in this Application when agreeing to do business with Purchaser, now and in the future.

Trade Name (if any): _____

Contact Person and title: _____

How Long in Business: _____ Customer Code: A _____ /B _____

Billing Address: _____

Street Address City State Zip Code

County: _____ Telephone Number: _____ EIN (if legal entity): _____

Delivery Address (if different than billing address):

Street Address City State Zip Code

Telephone Number: (____) _____ - _____ Salesperson: _____

Purchaser's Accounts Payable Contact Person: _____

Email address: _____

BUSINESS INFORMATION

Type of Business: (Check all that apply)

___ Restaurant/ Fine Dining ___ Family ___ Distributor ___ Institutional ___ Other: _____

How Long at Present Address: _____

Previous Business Name, if any: _____

Previous Address: _____

Street address City State Zip Code

Resale Permit No.: _____ State Tax Exemption No.: _____

Liquor License No.: _____ Name on License: _____

Building/ Facilities: ___ Own ___ Lease

Name & Address of Mortgage Holder or Landlord: _____

Street Address City State Zip Code

Name & Address of other Rental Properties Owned by Purchaser: _____

Street Address City State Zip Code

Name of other businesses owned by Purchaser: _____

BUSINESS OWNERSHIP

Organization of Business: ___Sole Proprietorship ___ Corporation ___ Limited Liability Company (LLC) ___ General Partnership ___ other

If Corporation or LLC: Date Incorporated: _____ State of Incorporation: _____

COMPLETE THE FOLLOWING INFORMATION FOR EACH INDIVIDUAL SOLE PROPRIETOR OR FOR EACH PARTNER OR CORPORATE OFFICERS:

Name: _____ Social Security No.: _____ - _____ - _____

Title: _____ Driver License No.: _____ State: _____

Home Phone: (____) _____ Work Phone: (____) _____ Cell Phone: (____) _____

Home Address: _____
Street Address City State Zip Code

Name: _____ Social Security No.: _____ - _____ - _____

Title: _____ Driver License No.: _____ State: _____

Home Phone: (____) _____ Work Phone: (____) _____ Cell Phone: (____) _____

Home Address: _____
Street Address City State Zip Code

BANK REFERENCE

Bank Name: _____

Branch Address: _____
Street Address City State Zip Code

Officer's Name: _____ Telephone Number: (____) _____

Main Operating / Checking Account Number: _____

TRADE REFERENCES (minimum of four (4) with whom Purchaser has done business in past 12 months):

Name: _____
Address: _____
Address: _____
Street Address City State Zip Code
Telephone Number: (____) _____ Account No.: _____

Name: _____
Address: _____
Address: _____
Street Address City State Zip Code
Telephone Number: (____) _____ Account No.: _____

Name: _____
Address: _____
Address: _____
Street Address City State Zip Code
Telephone Number: (____) _____ Account No.: _____

Name: _____
Address: _____
Address: _____
Street Address City State Zip Code
Telephone Number: (____) _____ Account No.: _____

Name: _____
Address: _____
Street Address City State Zip Code
Telephone Number: (____) _____ Account No.: _____

GENERAL TERMS AND CONDITIONS

Purchaser hereby agrees that all orders and purchases from Atlantic Foods made by Purchaser or any persons representing themselves to be an employee, agent or representative of the Purchaser, shall be subject to the terms and conditions set forth in this Agreement, as amended or modified from time to time. Atlantic Foods may unilaterally change these General Terms and Conditions at any time in its sole and absolute discretion, in which case Purchaser will be deemed to have accepted all such changes if it continues to accept products or services from Atlantic Foods. Purchaser represents and warrants that the information furnished in this Agreement is true and complete and does not fail to disclose information which would make any of the above information inaccurate or misleading. Upon request, Purchaser will provide to Atlantic Foods Purchaser's most recent, financial statements (audited or reviewed in accordance with its past practices). Purchaser hereby authorizes Atlantic Foods to investigate and obtain information from all banks, credit reporting agencies, and other references and sources, regarding Purchaser's financial condition at any time during their business relationship for any reason, including for collection purposes. All payment terms, and changes thereto, may be established from time to time by Atlantic Foods in its sole and absolute discretion. Unless otherwise indicated by Atlantic Foods in writing, all invoices are due upon receipt. If Purchaser or its business changes ownership pursuant to an asset or equity transaction, Purchaser and its successor(s) shall remain jointly and severally liable to Atlantic Foods for all amounts attributable to sales and services that originate or are charged to Purchaser's

account before Atlantic Foods receives written notice of such change in ownership. Purchaser agrees to pay all amounts due to Atlantic Foods in full in accordance with the terms listed on each invoice. Any amount not paid when due shall bear interest at the rate of eighteen percent (18%) per annum from the date of invoice. In addition to such interest, Purchaser shall pay to Atlantic Foods a service charge in the amount of \$500 if it issues a check or payment by means of an automated clearing house network (an "ACH Payment") or similar payment procedure, that is not covered by sufficient funds (collectively an "Insufficient Fund Transaction" or "IFT"). Purchaser agrees that Atlantic Foods may, in its sole discretion, refer an IFT to the prosecutor and/or police department of the City of Canton, Ohio, or a prosecutor/police department of another county or municipality selected by Atlantic Foods, to commence criminal action against Purchaser in connection with an IFT. Purchaser hereby irrevocably consents and waives objection to the authority and jurisdiction of the Canton City prosecutor/police department, or such other prosecutor/police department selected by Atlantic Foods, to criminal prosecute an IFT, regardless of the location of Purchaser's place of business or laws to the contrary. In accordance with Section 1309.324 of the Ohio Revised Code, Purchaser hereby grants an irrevocable purchase money security interest to Atlantic Foods in all products purchased by Purchaser from Atlantic Foods, and Purchaser hereby authorizes Atlantic Foods to file one or more UCC Financing Statements to perfect the lien created by such purchase money security interest. Purchaser hereby grants to Atlantic Foods an irrevocable license, coupled with an interest, to enter upon Purchaser's land and place of business and to enter all buildings on such land in order to take possession of all product sold by Atlantic Foods for which payment has not been tendered in accordance with this Agreement. Upon request, Purchaser will segregate and preserve such product to facilitate re-possession. The remedies set forth in this Agreement for non-payment or other breach of this Agreement by Purchaser are not exhaustive and are in addition to other remedies at law and in equity to which Atlantic Foods may be entitled under applicable law. Purchaser shall pay all attorneys' fees, collection and court costs, and other expenses incurred by the Atlantic Foods to collect all obligations owed by Purchaser, whether or not incurred in connection with litigation. Purchaser agrees that Atlantic Foods will select the court and venue of all lawsuits and other legal actions against Purchaser in its sole and absolute discretion, which shall be the exclusive forum and venue for such actions, and to which Purchaser hereby irrevocably consents and submits itself (the "Exclusive Court and Venue"). Purchaser and Atlantic Foods agree that this Agreement and the past and future purchase of product from Atlantic Foods does not constitute a contract of indebtedness. The undersigned and Atlantic Foods agree that Section 1319.02 of the Ohio Revised Code does not apply to this Agreement or such purchase transactions. The undersigned has freely negotiated the terms to this Agreement and has been given the opportunity to consult with an attorney prior to signing this Agreement. No provision in this Agreement shall be construed against Atlantic Foods based on the assertion or conclusion that the provision was drafted by Atlantic Foods. Atlantic Foods may rely upon the apparent authority of any employee, agent, or representative of Purchaser, and the actions of such individuals will be legally binding upon Purchaser regardless of whether or not an individual has actual authority. The terms and conditions set forth in this Agreement are hereby made part of, and shall govern, all transactions between Atlantic Foods and Purchaser and shall supersede all terms and conditions set forth in any purchase order or other document issued by Purchaser. No failure to enforce any provision in this Agreement or right provided by law, or any forbearance, shall constitute a waiver of such provision or legal right. This Agreement shall be read together with all other terms and conditions issued by Atlantic Foods. Otherwise, the provisions set forth in this Agreement may not be modified except in a written document signed by Purchaser and Atlantic. This Agreement shall be binding upon the parties and their heirs, successors, and assigns, as those terms may apply.

SIGNATURES TO CUSTOMER APPLICATION AND AGREEMENT
(Including General Terms and Conditions)

PURCHASER:

X: _____ Date: _____

Printed Name: _____ Title: _____

X: _____ Date: _____

Printed Name: _____ Title: _____

UNCONDITIONAL PERSONAL GUARANTY

To induce Atlantic Foods to conduct business with the Purchaser named in the foregoing Customer Application and Agreement, and in consideration therefore, which consideration the undersigned hereby acknowledges and deems sufficient, the undersigned, jointly and severally, personally and unconditionally hereby guarantees to the Atlantic Foods, its successors and assigns, the full payment when due of all obligations now or hereafter owing by Purchaser to the Atlantic Foods, whether direct, indirect or contingent, now existing or hereafter created, arising or acquired, and howsoever evidenced or secured, including, without limitation, payment of all interest, service charges, and other sums due of any name or nature, whether by acceleration or otherwise, together with all late charges, disbursements, expenses, and deficiencies including, without limitation, all obligations arising out of or in connection with the sale of goods or the provision of services by the Atlantic Foods to or for the benefit of Purchaser, its heirs, successors, and assigns, and all interest, late or service charges, attorneys' fees, court costs, and costs of collection related thereto (collectively the "Guaranteed Indebtedness"). This Guaranty is an unlimited, continuing guarantee and shall remain in full force and effect regardless of any change in the form or nature of any of the Purchaser's obligations to Atlantic Foods, any renewal, extension, forbearance, waiver (in one or more instances), or other modification of Purchaser's obligations or any takings, release or modification of any security interests. This Guaranty shall be construed as an absolute and unconditional guaranty of payment, and not a guaranty of collection and Guarantor's liability shall be direct, immediate and not conditional or contingent upon the pursuit by Atlantic Foods of any remedies it may have or the requirement to resort first to Purchaser, any other guarantor of the Guaranteed Indebtedness, any collateral or security, or any other remedy whatsoever. Guarantor shall have no right of contribution, subrogation, reimbursement or indemnity whatsoever against or from Purchaser or any other guarantor of the Guaranteed Indebtedness, nor any right of recourse to security for the Guaranteed Indebtedness from Purchaser or any other entity or person who has granted security for the Guaranteed Indebtedness, unless and until all of the Guaranteed Indebtedness has been paid in full. This Guaranty may be terminated by an undersigned only as to obligations originating more than five (5) business days after receipt by Atlantic Foods of notice of termination given by certified mail. Each of the undersigned hereby waives any rights to notice regarding any change in the Guaranteed Indebtedness and waives any right to require Atlantic Foods, whether before or in connection with the enforcement of the guaranty, to proceed against Purchaser or any other person or against any security interest or to pursue any other right or remedy available to Atlantic Foods.

Guarantor hereby waives any notice of acceptance of this Guaranty, or any notice of the incurring by Purchaser at any time of any obligation or liability covered hereunder. Guarantor also waives any and all presentment, demand of payment, protest or notice of protest, notice of dishonor, notice of nonpayment or other default with respect to any obligation or liability covered hereunder, and all defenses in law or equity. The undersigned shall pay all attorneys' fees, court costs and other expenses incurred by the Atlantic Foods to enforce this Guaranty, whether or not incurred in connection with litigation. Each of the undersigned specifically agrees to the Exclusive Court and Venue described in the General Terms and Conditions set forth in the above General Terms and Conditions. This Customer Application and Agreement is not a contract of indebtedness. The undersigned and Atlantic Foods agree that Section 1319.02 of the Ohio Revised Code does not apply. The undersigned has freely negotiated the terms to this Guaranty and has been given the opportunity to consult with an attorney prior to signing this Guaranty.

SIGNATURES TO UNCONDITIONAL PERSONAL GUARANTY

X: _____ Date: _____

Printed Name: _____ Title: _____

X: _____ Date: _____

Printed Name: _____ Title: _____

X: _____ Date: _____

Printed Name: _____ Title: _____