CREDIT APPLICATION

MARATHON FOODSERVICE
30 Gordon Drive
Syosset, New York 11791
631-234-4333
FAX: 631-234-4333

Marathon Foodservice
A d/b/a of Kekatos Enterprises Inc.
CREDIT APPLICATION AND GUARANTY FORM
The undersigned hereby requests MARATHON FOODSERVICE to extend credit to:

COMPANY INFORMATION	OWNERS INFORMATION
D.B.A.-TRADE NAME _____ CORPORATE NAME _____ ADDRESS _____ CITY & STATE _____ ZIP _____ BUS. # (____) _____- _____ FAX NO. (_____) _____-_____ FEDERAL TAX ID # _____-_____	OWNER_____ Name & Title HOME ADDRESS _____ CITY _____ STATE _____ TEL NO. (____) _____-_____ CELL NO. (_____) _____-_____ SS NO. _____-_____-_____ D.O.B _____-_____-_____ EMAIL_____

TRADE REFERENCES	BANK REFERENCES
1. NAME_____ DATE OPENED _____ ADDRESS _____ CITY & STATE _____ZIP_____ TELEPHONE NO. (___) ____-_____CONTACT_____ EMAIL: _____ **2.** NAME_____ DATE OPENED _____ ADDRESS _____ CITY & STATE _____ZIP_____ TELEPHONE NO. (____) ___-_____CONTACT_____ EMAIL: _____	1. NAME _____ DATE OPENED_____ ADDRESS _____ CITY & STATE _____ZIP_____ ACCOUNT TYPE_____ACCOUNT NO. _____ CONTACT_____TELEPHONE NO. (_____) _____-_____ 2. NAME _____ DATE OPENED_____ ADDRESS _____ CITY & STATE _____ZIP_____ ACCOUNT TYPE_____ACCOUNT NO. _____ CONTACT_____TELEPHONE NO. (_____) _____-_____

LEGAL STRUCTURE (check all that apply)	DELIVERY REQUIREMENTS
□ Corporation □ LLC □ Partnership □ LLP □ Sole Proprietor □ Non-Profit DATE EST. _____	BUSINESS HOURS _____ (Weekdays) SPECIAL DELIVERY TIMES (Two Required) 1. _____ 2. _____

AUTHORIZATION FOR CREDIT REPORT

The undersigned is executing this Authorization for Credit Report individually for the purpose of authorizing Seller to obtain a consumer credit report from time to time on the undersigned through credit and reporting agencies or other sources in order to further evaluate the credit worthiness of such individual in connection with the credit evaluation process and the extension of business credit to Customer. The undersigned, as an individual, hereby knowingly consents to the use of such credit report in connection with the fair credit reporting act as contained in 15 U.S.C. Section 1681, et seq., as amended from time to time.

Name: _____ Signature: _____ Date: _____/_____/_____

PRIOR BANKRUPTCIES	BUSINESS CREDIT INFORMATION
Has Customer or any of its officers, directors, members, affiliates, or parent companies been a debtor in any voluntary or involuntary bankruptcy proceeding in the last seven years? ___ Yes ___ No <u>If yes, identify:</u> Name of Debtor: _____ Name of Court: _____ Case Number: _____ How case was resolved: _____ _____ _____	Federal Tax ID#/SS#: _____ PACA License #: _____ D&B #: _____ Years Business Established: _____ Credit Dollar Amount Requested: _____ Annual Sales Volume: _____ Number of Employees: _____

CONTINUING PERSONAL GUARANTEE

In consideration for extension of credit to Customer by Seller the undersigned, personally, jointly and severally, guarantee payment of all past, present, or future indebtedness of Customer to the Seller as the same may be renewed, extended or rearranged from time to time. This guarantee is an absolute, completed and continuing one. Guarantor(s) waive notice of acceptance and reliance on this guarantee, notice of sales to Customer or any liabilities or obligations incurred by Customer, notice of default by Customer, and notation of nonpayment with respect to the obligation covered under the guarantee. This guarantee is binging upon the undersigned, their heirs, personal representatives, successors, and assigns, and shall inure to the benefit of the Seller, its successors and assigns.

The undersigned shall pay all costs of collection, including accrued interest, court costs and repossession fees, collection agency fees, and reasonably attorney's fees. All costs of collection, including court costs and repossession fees, collection agency fees, and reasonable attorney's fees shall be considered sums owing in connection with the underlying transactions under the PACA trust, as applicable. All payments which become due under the terms of this agreement shall be made at Seller's office or at an address otherwise designated by Seller in writing. Seller may waive or release collateral or other guarantors, without notice to or consent of the undersigned.

First Guarantor: _____ Signature: _____

_____

Home Address: _____ Home Phone: _____

_____

Social Security Number: _____ Email Address: _____

_____

Second Guarantor:	Signature:
Home Address:	Home Phone:
Social Security Number:	Email Address:

CREDIT TERMS AND POLICY

Customer warrants and represents that all information provided in this Credit Application and Agreement ("Agreement") is true and correct to the best of Customer's knowledge. Customer acknowledges that Kekatos Enterprises, Inc. t/a Marathon Foodservice (hereinafter and above "Seller") will rely on the information provided herein by Customer in determining whether or not to extend credit to Customer. The decision to extend credit to Customer shall be made by Seller in its sole and exclusive discretion, and Seller may refuse to extend credit to Customer for any reason, or no reason at all, and at any time without prior notice to Customer, except as required by law.

This Agreement is not binding upon Seller unless approved by Seller in writing. If approved, this Agreement shall apply to all invoices or other documents evidencing Customer's obligations to Seller, all of which are incorporated herein by reference. Customer agrees that Seller is not subject to any terms and conditions set forth in any purchase order confirmation or other communication from Customer that would supplement or modify this agreement.

Customer agrees that Seller is not responsible for failure to deliver to Customer any product in any quantity, quality or price, unless noted on the original delivery receipt at the time of delivery or unless Seller is specifically notified in writing of the nonconformity within three (3) days of delivery.

Customer agrees to pay all invoices within the terms approved by Seller. Failure to remain within terms could result in the Customer's account being placed on C.O.D. terms until the entire balance is paid and may further subject Customer's account to the accrual of interest on any unpaid balance at either rate of 1.5% per month or the maximum rate permitted by law. Customer shall be liable for any deficiency after repossession and sale. In the event of default, Customer shall pay all costs of collection, reasonable attorneys' fees, court costs, repossession fees and collection agency fees. **Costs of collection, including reasonable attorney's fees, court costs, pre-judgment interest, repossession fees and collection agency fees shall be considered sums owing in connection with the underlying transactions under the PACA trust, 7 U.S.C. § 499e, as applicable.**

Customer acknowledges that Seller sends statements as part of its accounting system. Until credit is approved by Seller, all sales to Customer shall be on a cash basis. Any credit extended hereunder shall be for the names applicant only and shall not inure to the benefit of Customer's affiliates, successors or assigns. Third- and fourth-party checks will not be accepted as payment by the Seller. A $25.00 charge shall be assessed by Seller in the event any checks are returned by Customer's bank. In the event a check is returned for insufficient funds, Customer shall pay subsequent invoices with cash or certified check only.

Seller's failure to demand struct compliance with the terms of this Agreement shall not be construed as a waiver of any Seller's rights at law or which arise under this Agreement.

Agreed to and Accepted by Customer:

Name: _____   Signature: _____   Date: _____/_____/_____

SPACE FOR USE BY CUSTOMER FOR ANY ADDITIONAL INFORMATION

SPACE FOR USE BY SELLER ONLY

Date Application Received: _____   Received By: _____

Credit Granted ____Yes ____ No   Terms Granted: _____

Credit Limit: _____   Copy of Driver's License Received ____Yes ____ No

Notes: