



EUROPEAN AMERICAN BAKING COMPANY

Customer Application

COMPANY INFORMATION

BILLING INFORMATION:

LEGAL COMPANY NAME _____ D/B/A _____

ADDRESS _____ SUITE _____ CITY, STATE, & ZIP _____

BILLING PHONE _____ BILLING FAX _____ A/P CONTACT PERSON _____

SHIPPING INFORMATION:

COMPANY NAME _____

ADDRESS _____ SUITE _____ CITY, STATE, & ZIP _____

PHONE _____ FAX _____ CONTACT PERSON _____

PERSONAL

SOLE PROPRIETORSHIP PARTNERSHIP CORPORATION OTHER

PRINCIPLE _____ TITLE _____ PRINCIPLE _____ TITLE _____

HOME ADDRESS _____ HOME ADDRESS _____

CITY, STATE, & ZIP _____ CITY, STATE, & ZIP _____

DRIVER'S LISCENSE NO. _____ DRIVER'S LISCENSE NO. _____

SOCIAL SECURITY NO. _____ HOME PHONE _____ SOCIAL SECURITY NO. _____ HOME PHONE _____

FINANCIAL

BANK _____ ADDRESS _____ CITY, STATE, & ZIP _____

ACCOUNT NUMBER _____ ACCOUNT TYPE _____ BANK OFFICER _____ PHONE _____

FEDERAL EMPLOYER ID NO. _____ NO. OF YEARS IN BUSINESS _____ NO. OF EMPLOYEES _____ WEEKLY BAKERY PURCHASES _____

HAVE YOU EVER FILED FOR BANCRUPTCY? YES NO IF YES, WHAT YEAR? _____ FACILITIES: OWN LEASE

OTHER

TYPE OF CUSTOMER: RESTAURANT/CLUB HOTEL OTHER PRODUCTS USED: BREADS ROLLS PASTRIES

TERMS REQUESTED: C.O.D. NET 7 (WEEKLY) NET 30 (MONTHLY)

REFERENCES

COMPANY NAME _____	COMPANY NAME _____	COMPANY NAME _____
ADDRESS _____	ADDRESS _____	ADDRESS _____
CITY, STATE, ZIP _____ PHONE _____	CITY, STATE, ZIP _____ PHONE _____	CITY, STATE, ZIP _____ PHONE _____

TERMS & CONDITIONS

This customer Account Application is made to European American Baking Company and all subsidiaries and affiliates (collectively European American Baking Co.) for the purpose of inducing European American Baking Co. to extend credit accommodations to the applicant named below, and in accordance with the following terms:

- 1. Upon approval of this application, European American Baking Co., in its sole discretion, and notwithstanding any request of applicant, shall have the right to 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 European American Baking Co. will be made in accordance with the terms and conditions of this application and any invoices and /or other documents evidencing applicant's obligations to European American Baking Co., all of which are incorporated herein by this reference.
3. (name of customer), County of _____, State of Florida, (Purchaser) grants to European American Baking Co. 12450 Metro Pkwy., Ft. Myers, FL 33912, County of Lee, State of Florida, (Seller), a security interest in the following property, referred to as the Collateral: all furniture, fixtures, equipment and tangible assets, including but not limited to any liquor license owned by Purchaser to secure payment and performance of the obligations identified in this Account Agreement, referred to as the obligations. Purchaser agrees to execute a UCC-1 financing statement as evidence of the security agreement at Seller's request. Default in payment of performance of any of the obligations, or default under any agreement evidencing any of the obligations, is a default under this agreement. Upon such default, seller may declare all obligations immediately due and payable and shall have the remedies of a secured party under the Florida Uniform Commercial Code.
4. The entire outstanding balance due to European American Baking Co. on all invoices shall become due in full immediately upon default in the payment of any invoice. Applicant agrees to pay interest in the amount of 1 1/2 % per month, or the highest rate permitted by law, whichever is less, on any past due amounts until collected, and Applicant agrees to pay all costs of collection incurred by European American Baking Co., including attorneys' fees and expenses, should a default in payment or any other obligation of Applicant to European American Baking Co. occur. Said interest rate shall be applicable after entry of final judgment in any civil action.
5. This Application and all transactions between Applicant and European American Baking Co. shall be governed by and interpreted in accordance with the laws and decisions of the state where European American Baking Co.'s operating company, which provided this Application, is located, without regard to the conflicts of law provisions thereof (the Applicable State).
6. Applicant and European American Baking Company irrevocably agree, and hereby consent and submit to the non-exclusive jurisdiction of any state or federal court located in the Applicable State, with regard to any actions or proceedings arising from, relating to or in connections with Applicants' obligations to European American Baking Co. or this Application. Applicant hereby waives any right Applicant may have to transfer or change the venue of any litigation filed in such courts.

The approximate initial amount of credit that Applicant requires per month shall not be binding upon European American Baking Co. nor shall European American Baking Co. incur liability by granting, reducing, increasing or refusing such amount. Applicant hereby certifies that the information furnished under this Application and any other financial statements furnished in connection herewith, is true and correct and that this information is being furnished to European American Baking Co. for the purpose of inducing European American Baking Co. to extend credit to Applicant, and understands that European American Baking Co. intends to rely upon such information. Applicant understands and agrees to be bound by the above terms and all invoices and other documents furnished by European American Baking Co. from time to time, all of which are incorporated herein by reference, and to advise European American Baking Co. of any material change in the information provided herein, included but not limited to, change of ownership, address or telephone number. Applicant understands that European American Baking Co. will retain this Application whether or not it is approved. Applicant hereby authorizes European American Baking Co. to check Applicant's and Applicant's principals' credit history and trade, bank, and personal references (whether or not referenced in this Application) for customary credit information, to confirm the information contained on this Application, including but not limited to, sending a copy hereof to the trade and bank references, and to release information to other creditors regarding Applicant's credit experience with European American Baking Co.

APPLICANT:

FULL FIRM NAME

BY AUTHORIZED AGENT:

AUTHORIZED SIGNATURE

PRINT NAME AND TITLE

DATE

The undersigned, (Guarantor) for and in consideration of seller extending credit at my request to Applicant, hereby personally guaranties the payment by Applicant to European American Baking Company, Inc.; and all subsidiaries and affiliates (collectively European American Baking Co.) of all amounts due and owing now, and from time to time hereafter from Applicant to European American Baking Co. (the Liabilities). Guarantor expressly waives notice from European American Baking Co. of its acceptance and reliance on 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 counterclaim or reduction of any obligation, or any defense of any kind or nature, which Guarantor has or may have against Applicant or European American Baking Co. shall be available hereunder to Guarantor against European American Baking Co. In the event of a default by Applicant o its obligations to European American Baking Co. European American Baking Co. may proceed directly to enforce its 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 European American Baking Co. extending financial accommodations to Applicant, knowingly and voluntarily waives and relinquishes any Rights which may arise. Guarantor agrees to pay all fees, costs and expenses, including reasonable attorneys, which may be incurred by European American Baking Co. in enforcing this Guaranty or protecting its 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 highest rate permitted by law, whichever is less, shall be assessed on any amount due and owing to European American Baking Co. by Guarantor under this Guarantor until collected. This Guaranty shall be binding upon Guarantor and Guarantor's heirs, successors, assigns, representatives and survivors, and shall inure to the benefit of European American Baking Co, its successors, assigns, affiliates and shareholders and may be assigned by European American Baking Co. without notice to Guarantor. This Guaranty shall be governed by and interpreted under the laws and decisions of the state where European American Baking Co. is located, without regard to the conflicts of law provisions thereof (the Applicable State). Guarantor and European American Baking Co. irrevocably agree, and hereby consent and submit to the non-exclusive jurisdiction of any state or federal court located in 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 therefore. Guarantor hereby waives any right Guarantor may have to transfer or change the venue of any litigation filed in such courts. If executed by more than one, the obligations of Guarantor shall be joint and several and all references to the singular shall be deemed in the plural.

SIGNATURE

PRINT NAME AND TITLE

SOCIAL SECURITY NO.

DATE

PLEASE COMPLETE AND MAIL SIGNED FORM TO 12450 METRO PKWY., FORT MYERS, FL 33966 OR FAX TO 239-694-6353.

Office Use Only

Terms: C.O.D NET 15 NET 30 Del. Days: TUESDAY THURSDAY FRIDAY SATURDAY

Customer Code: _____ Customer Type: WHOLESALE RETAIL CATERING

Special Instructions on invoice: