

Date _____

Account No. _____

EVANS MEATS, INC.

617 21st Avenue West
Birmingham, AL 35204
(205) 324-6666

APPLICATION AND CONTRACT FOR ACCOUNT CREDIT

COMPANY NAME _____

BILLING ADDRESS _____ CITY _____ STATE _____ ZIP _____

DELIVERY ADDRESS _____ COUNTY _____

BUSINESS PHONE () _____ ESTIMATED MONTHLY PURCHASES _____

TERMS REQUESTED COD NET 7* NET 14* A/P CONTACT _____

*IN ORDER TO RECEIVE TERMS - PERSONAL GUARANTEE MUST BE COMPLETED

EMAIL ADDRESS _____ A/P PHONE _____

TYPE OF BUSINESS _____ YEARS IN BUSINESS _____

OWNERSHIP STRUCTURE: SELF-EMPLOYED PARTNERSHIP LLC S-CORP CORPORATION

SALES TAX NUMBER (STATE ISSUED) _____ EIN (FEDERAL ISSUED) _____

LIST ALL OFFICERS AND OWNERS OF THE BUSINESS:

OFFICER\OWNER _____ TITLE _____

OFFICER\OWNER _____ TITLE _____

OFFICER\OWNER _____ TITLE _____

NAME OF YOUR BANK(S) _____ BRANCH _____

ADDRESS _____

ACCOUNT NUMBER OR NUMBERS 1. _____ 2. _____ 3. _____

PLEASE ATTACH A COPY OF YOUR MOST RECENT BALANCE SHEET AND STATEMENT OF FINANCIAL ACTIVITIES PREPARED BY YOUR ACCOUNTANT

TRADE REFERENCES

1. _____
NAME ADDRESS PHONE NUMBER

2. _____
NAME ADDRESS PHONE NUMBER

3. _____
NAME ADDRESS PHONE NUMBER

The above information is furnished for the purpose of securing credit from EVANS MEATS, INC. and if same is extended to us, we agree to pay the said firm all debts incurred within the terms quoted and as shown on each invoice and/or statement to us. We expressly waive all rights to exemption under Federal or State law, as to personal property, and we agree to pay all costs, fees, and expenses of collecting or attempting to collect or secure any and all debts which we now owe or which we may in the future owe to EVANS MEATS, INC. for goods sold to us for use or resale, including a reasonable attorney's fee that shall become payable whether suit is filed or not, further, this agreement to pay reasonable attorney fees also includes fees, costs and expenses incurred on appeals. This agreement shall continue in force so long as any of said indebtedness is due and unpaid. It is further agreed and understood by the undersigned that any legal action regarding this agreement shall only take place in the Shelby County Alabama Court. We also agree to pay interest of 1 1/2% PER CENT PER MONTH (annual percentage of 18%) on balance not paid within the stated terms.

Application for credit is subject to approval by EVANS MEATS, INC. and the mere filing of this application does not constitute approval or bind EVANS MEATS, INC. in any way to extend credit and cancellation of approval of credit can be given without notice to the applicant.

CUSTOMER SIGNATURE _____ TITLE _____

PRINT NAME _____

SALESMAN FOR EVANS MEATS, INC. _____

APPLICATION AND CONTRACT FOR ACCOUNT CREDIT APPROVED DATE: _____

BY: _____

GUARANTY AGREEMENT

WHEREAS, the undersigned (jointly and severally) have requested EVANS MEATS, INC., to extend credit from time to time to,
BUSINESS NAME: _____
ADDRESS: _____ PHONE: () _____
(hereinafter referred to as Debtor), and have agreed to guarantee the payment of Debtor when due to all such credits, and also of all other indebtedness of every kind and character now or at any time hereafter owing by Debtor to EVANS MEATS, INC.;

WHEREAS, EVANS MEATS, INC., is willing to extend such credit and make sales of meat, cheese, seafood, food stuffs, or other materials to the debtor from time to time, provided that this instrument of guaranty is executed to EVANS MEATS, INC., by the undersigned.

NOW, THEREFORE, in consideration of the premises, and to induce EVANS MEATS, INC., to extend to the debtor from time to time in the future as requested by the debtor, credit for meat, cheese, seafood, food stuffs, and other materials, the undersigned (jointly and severally, if more than one) guarantee that prompt payment on demand of all sums now due, or which may become due and owing by the debtor to EVANS MEATS, INC., together with all costs of collection, including a reasonable attorney's fee whether suit is filed or not under this GUARANTY AGREEMENT, it is also agreed that a reasonable attorney's fee shall include all costs, fees and expenses incurred on appeals, and further, the debtor hereby waives all rights of exemption under Federal or State law, as to personal property.

The undersigned further agree that notice of any default by the debtor in the payment of such sums as due and owing by the debtor to EVANS MEATS, INC., is hereby waived, and EVANS MEATS, INC., shall have the right to proceed against the undersigned directly without proceeding against the debtor in the event of default in payment. Each Guarantor hereby waives on behalf of the Debtor and individually all rights of subrogation and also all defenses based on impairment of collateral, and all notices whatsoever with respect to this agreement, including notice of default, presentment, demand, protest and notice of non-payment by the debtor. The undersigned further agree that it shall not be necessary for EVANS MEATS, INC., to give the undersigned notice or obtain consent or approval of extending any future credit, or making any future sales to the debtor, or of any change in the status of the indebtedness, subject to this GUARANTY AGREEMENT. The terms hereof shall enure to the benefit of the successors and assigns of EVANS MEATS, INC.

It is further agreed and understood by the undersigned that any legal action regarding this agreement shall only take place in the Shelby County Alabama Court. The undersigned expressly consent to the personal and subject matter jurisdiction of this court and waive any objection to the convenience of this forum or its jurisdiction. Each guarantor hereby also agrees to indemnify and hold harmless EVANS MEATS, INC. and its owners, officers, successors and assigns from any and all liabilities, costs or expenses relating to the debtor's sale of meat, seafood, cheese, food stuffs or other materials provided by EVANS MEATS, INC. This is a continuing GUARANTY AGREEMENT, and is executed without condition that it be signed by anyone other than the undersigned or any other conditions precedent to any liability on the part of the undersigned, and the undersigned hereby acknowledge that same is this date delivered to EVANS MEATS, INC., by the undersigned.

Dated this the _____ day of _____, _____.

GUARANTOR:

GUARANTOR SIGNATURE

GUARANTOR PRINT NAME

GUARANTOR SIGNATURE

GUARANTOR PRINT NAME

GUARANTOR SIGNATURE

GUARANTOR PRINT NAME

WITNESSES SIGNATURE

WITNESSES PRINT NAME