

Customer Account Application

Sysco Central Texas, Inc.

an affiliate of Sysco Corporation

1260 Schwab Road
New Braunfels, Texas 78132-5155

800-877-5385

Fax: 855-219-2213

So we deliver accurate orders, on time, to the right person, at the right place...

So we understand your company's history...

So the products and services we offer fit your needs exactly...

So we're familiar with your professional support people...

So we understand your company's personality in the marketplace...

MARKETING ASSOCIATES NAME & CODE: _____

WE'D LIKE YOUR BILLING AND SHIPPING ADDRESSES:

DATE _____

BILLING ADDRESS:

LEGAL NAME OF COMPANY (CORPORATE, PARTNERSHIP OR PROPRIETORSHIP NAME) _____
 ADDRESS _____
 CITY, STATE, ZIP+4 _____
 ACCOUNTS PAYABLE CONTACT AND PHONE NUMBER _____
 A/P FAX NUMBER _____ A/P EMAIL ADDRESS _____

SHIPPING ADDRESS:

DBA TRADE NAME _____
 ADDRESS _____
 CITY, STATE, ZIP+4 _____
 PHONE NUMBER _____

FEDERAL TAX ID

SHOULD YOU HAVE MULTIPLE UNITS PLEASE ATTACH A COMPLETE LIST

TELL US THE FACTS ABOUT YOUR BUSINESS:

PROPRIETORSHIP PARTNERSHIP LIMITED PARTNERSHIP CORPORATION (State incorporated in _____) LIMITED LIABILITY COMPANY NON-PROFIT
 NEW OWNER? YES NO PURCHASE DATE _____ LENGTH OF PRESENT OWNERSHIP _____
 NEW BUSINESS? YES NO LENGTH OF TIME IN BUSINESS _____ LENGTH OF PRESENT OWNERSHIP _____
 BUILDING/FACILITIES: OWNED LEASED OWNER'S NAME _____
 ARE THE APPLICANT(S) PARTY TO ANY PENDING LITIGATION OR LEGAL PROCEEDINGS? YES NO
 HAVE YOU EVER DONE BUSINESS OR DO YOU HAVE EXISTING ACCOUNTS WITH ANY SYSCO ENTITY? YES NO

PROVIDE THE FOLLOWING INFORMATION FOR INDIVIDUAL PROPRIETORS, GENERAL PARTNERS OR CORPORATE OFFICERS:

NAME AND TITLE _____	NAME AND TITLE _____	NAME AND TITLE _____
HOME ADDRESS _____	HOME ADDRESS _____	HOME ADDRESS _____
CITY, STATE, ZIP _____	CITY, STATE, ZIP _____	CITY, STATE, ZIP _____
HOME PHONE NO. _____	HOME PHONE NO. _____	HOME PHONE NO. _____
SOCIAL SECURITY NO. _____ %OWNERSHIP _____	SOCIAL SECURITY NO. _____ %OWNERSHIP _____	SOCIAL SECURITY NO. _____ %OWNERSHIP _____
DRIVER'S LICENSE NO. _____ STATE _____	DRIVER'S LICENSE NO. _____ STATE _____	DRIVER'S LICENSE NO. _____ STATE _____

TELL US ABOUT YOUR OPERATION:

TYPE OF BUSINESS: RESTAURANT/FINE DINING FAST FOOD FAMILY MOTEL/HOTEL CAPACITY _____ INSTITUTIONAL
 HOSPITAL NURSING HOME NUMBER OF BEDS _____ OTHER (please specify) _____
 CUISINE _____

GENERAL INFORMATION: WEEKLY PURCHASES \$ _____ MONTHLY SALES VOLUME \$ _____ NO. OF EMPLOYEES _____

Customer estimates are not binding upon Sysco and shall not limit liability for goods or services received.

AUTOMATIC PAYMENT IS AVAILABLE: WOULD YOU LIKE MORE INFORMATION? YES NO

FILL US IN ON WHO YOUR BANKER IS:

BANK NAME _____ ADDRESS _____ CITY, STATE, ZIP _____
 LOAN OFFICER/CONTACT PERSON _____ PHONE NO. _____
 CHECKING (ACCOUNT NO.) _____ BALANCE _____ LOANS (ACCOUNT NO.) _____ BALANCE _____

GIVE US A FEW REFERENCES, FOOD DISTRIBUTORS PREFERRED:

BUSINESS NAME _____	BUSINESS NAME _____	BUSINESS NAME _____
STREET ADDRESS _____	STREET ADDRESS _____	STREET ADDRESS _____
CITY, STATE, ZIP _____	CITY, STATE, ZIP _____	CITY, STATE, ZIP _____
PHONE NO. _____	PHONE NO. _____	PHONE NO. _____
ACCOUNT NUMBER _____	ACCOUNT NUMBER _____	ACCOUNT NUMBER _____

Signed this _____ day of _____, 20____ by: _____ Authorized Officer's Printed Name _____ Authorized Officer's Title _____

Authorized Officer's Signature _____ *(This credit application is to be signed by customer's authorized party and not by any sales representative)*

TERMS AND CONDITIONS

1. **Purpose and parties.** This document is your credit application with Sysco, and if your application is approved, your credit agreement with Sysco (as the same may be renewed, extended, amended or restated from time to time, the "Credit Agreement"). "Sysco" means, separately and collectively, Sysco Corporation, The SYGMA Network Inc., FreshPoint, Inc., and their respective operating subsidiaries and affiliates. You may obtain a complete list of these companies from Sysco's credit department. The term Sysco in context therefore means one or more Sysco companies that provide goods, services, credit, or financial accommodations, to Customer from time to time. "Customer" means applicant. This applicant is not binding upon Sysco unless approved by Sysco in writing. Even if approved, Sysco in its sole discretion may terminate Customer's credit privileges under this Credit Agreement at any time without prior notice to Customer, except as otherwise provided by law.
2. **Scope of agreement.** This Credit Agreement applies to all of Customer's purchases of goods and services from Sysco. This agreement consists of these terms and conditions and any distribution agreements, invoices or other Sysco documents approved by Sysco in writing to evidence Customer's obligations to Sysco (the "Obligations"), all of which are incorporated in this agreement by reference. Except as to quantity of goods ordered, Customer agrees that Sysco is not subject to any terms and conditions set forth in any purchase order, confirmation or other communication from Customer that would supplement or vary this agreement.
3. **Payment and performance.** Payment is due at the physical location of the Sysco company that provided this credit application, or at such other address as Sysco may designate in writing from time to time. If Customer does not pay or perform on time, all amounts owed, less any unearned charges, become immediately due and payable in full. Subject to any legal limits, Customer agrees to pay: (a) interest of the lesser of (i) 1.5% per month and (ii) the highest non-usurious rate permitted by applicable law on past due amounts from date due until paid; which rate shall apply to post judgment interest also; (b) all costs of collection (e.g., attorneys' fees and expenses); and (c) a \$30 fee for each returned item (whether check or ACH) that is dishonored for any reason, or such greater amount allowed by law. In each instance, all charges and fees, and Sysco's rights and remedies, are subject to and automatically constrained by applicable law.
4. **Governing law; forum for disputes.** The parties choose the laws of the state of Texas to govern all aspects of this credit application and agreement and all transactions and disputes by and between the parties, without regard to any conflicts of law provisions of Texas. The parties agree to designate the federal and state courts of Texas as the exclusive place of venue and jurisdiction for any dispute between them; and Customer waives any right Customer may have to transfer or change venue regarding Customer's obligations to Sysco under this credit application.
5. **Special orders.** If Customer ceases doing business with Sysco for any reason, Customer must immediately purchase from Sysco any remaining proprietary or special order items in Sysco's inventory obtained or held for Customer.
6. **Prompt notice of any nonconforming items.** Customer agrees that Sysco is not responsible for any product nonconformity as to quantity, quality or price, unless noted on

- the original delivery receipt at the time of delivery, or unless Sysco is specifically notified in writing of the nonconformity within three (3) days of delivery by certified mail return receipt requested.
7. **Credit approvals; no assignments.** Sysco may establish a credit limit for Customer's account. Customer agrees that Sysco in its sole discretion may increase, decrease or terminate credit at any time. Customer may not assign any rights or benefits under this Credit Agreement without Sysco's prior written consent, which consent may be withheld in Sysco's sole discretion. If Customer is a corporation or other entity, a transfer or assignment of a majority of the equity interest in Customer is considered an assignment within the meaning of this provision.
 8. **Payment Terms.** Sysco in its sole discretion may establish or determine payment terms with Customer or any related customer. Sysco reserves the right to modify payment terms for Customer or any related customer if, in Sysco's sole discretion, Sysco becomes aware of circumstances that may materially and adversely impact such entity's ability to meet its financial obligations when due. These rights to modify payment terms are not deemed to be a modification of the Terms and Conditions of this Credit Agreement for credit and are in addition to the rights described in any of Sysco's credit, return and collection policies that may have been provided to Customer.
 9. **Credit reports and credit information.** Sysco is relying upon the information provided by Customer as inducement to extend credit to Customer. Customer understands this and certifies to Sysco that all information Customer has provided, or provides in the future, is true, complete, and not misleading, in each and every respect, Customer authorizes Sysco to investigate Customer's credit and business affairs. Upon Customer's request, Sysco will inform Customer if a consumer report was requested and the name and address of any reporting agency that furnished any such consumer report. Customer agrees to notify Sysco in writing by certified mail return receipt requested of any material changes in Customer's financial condition or business affairs, including, without limitation, any changes in financial information or condition, ownership, addresses, business locations, telephone, contact information, and other matters.
 10. **Events of default. Each of the following constitutes an "Event of Default":** (a) not paying or performing all or any part of the Obligations or covenants when due; (b) any representation or warranty made or deemed made by Customer, or any guarantor of the Obligations (each a "Guarantor" and together with Customer, the "Obligated Parties"), in this Credit Agreement or in any related document shall be false, misleading, or erroneous in any material respect when made or deemed to have been made; (c) any Obligated Party shall suspend or discontinue its business operations, or shall generally fail to pay its debts as they mature, or shall file a petition commencing a voluntary case concerning any Obligated Party under any chapter of the United States Bankruptcy Code, or any involuntary case shall be commenced against any Obligated Party under the United States Bankruptcy Code; or any Obligated Party shall become insolvent; (d) any Obligated Party, shall fail to pay when due any principal of or interest on any debt (other than

- the Obligations), or the maturity of any such debt shall have been accelerated, or any event shall have occurred that permits any holder of such debt to accelerate the maturity thereof; (e) this Credit Agreement or any related documents shall cease to be in full force and effect or enforceability thereof shall be contested by any Obligated Party or any Obligated Party shall deny that it has any further liability under this Credit Agreement or any related documents, or any lien created by this Credit Agreement shall for any reason cease to be a valid, first priority perfected lien upon any of the collateral purported to be covered thereby; or (f) the death or incapacity of any personal Guarantor. Upon an Event of Default, Sysco may without notice terminate Customer's credit privileges under this Credit Agreement or declare the Obligations or any part thereof to be immediately due and payable, or both, and the same shall thereupon become immediately due and payable, without notice, demand, presentment, notice of dishonor, notice of acceleration, notice of intent to accelerate, notice of intent to demand, protest, or other formalities of any kind, all of which are hereby expressly waived by Customer; provided, however, that upon the occurrence of an Event of Default under clause (c) above, the Customer's credit privileges shall automatically terminate, and the Obligations shall automatically become immediately due and payable. In addition to the foregoing, if any Event of Default shall occur and be continuing, Sysco may exercise all rights and remedies available to it in law or in equity, under this Credit Agreement, or otherwise.
11. **Severability.** Each and every provision of the Agreement is severable from any and all other provisions of this Agreement. In the event that any provision of this Agreement is held to be invalid, the other provisions shall continue in full force and effect, and the offending provision, to the extent practicable, shall be reformed so as to achieve its intended purpose.
 12. **Other provisions.** This agreement is binding upon Sysco and Customer and their respective heirs, successors, assigns, representatives and survivors and shall inure to the benefit of Sysco, its successors and assigns. I (We) certify that this request is for the extension of credit for business purposes only and is not intended for the extension of credit for personal, family or household purposes. Any modifications to this agreement must be in writing and signed by Sysco's credit manager.
 13. **Notice to Sysco.** Any notices that Customer provides to Sysco regarding this Credit Agreement must be in writing and directed to the attention of Sysco's credit department manager at the company and address specified below:

Sysco Central Texas, Inc.
1260 Schwab Road
New Braunfels, TX 78132-5155

Notice for non-trade customers only. This notice is for applicants who have not requested trade credit from Sysco. If this application is not fully approved or if any other adverse action is taken, the applicant has the right to request a statement of specific reasons for such action within 60 days of Sysco's notification of such adverse action. Sysco must then provide the statement within 30 days of applicant's request. An applicant's request for a statement of specific reasons should be directed to: Sysco Credit Department, 1260 Schwab Road, New Braunfels, TX 78132-5155. 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, Equal Credit Opportunity, Washington, D.C. 20580.

ACCEPTANCE OF THIS APPLICATION DOES NOT INDICATE AN OFFER OF TERMS.

THE PERSON EXECUTING THIS AGREEMENT HAS AUTHORITY TO BIND THE CUSTOMER AND IS AUTHORIZED BY THE CUSTOMER TO ENTER INTO THE CREDIT APPLICATION TERMS AND CONDITIONS.

LEGAL NAME OF COMPANY (CORPORATE, PARTNERSHIP OR PROPRIETORSHIP NAME):

DBA NAME (SHIP TO NAME)

BY AUTHORIZED AGENT: (PRINTED NAME & TITLE)

SIGNATURE

DATE

AUTHORIZATION FOR CREDIT REPORT

The undersigned is executing this Authorization for Credit Report individually for the purpose of authorizing Sysco to obtain a consumer credit report from time to time on the undersigned individual(s) through credit and consumer reporting agencies or other sources, in order to further evaluate the creditworthiness of such individual in connection with the credit evaluation process and the proposed extension of business credit to the Applicant. The undersigned, as an individual, hereby knowingly consents to the use of such credit report in accordance with the federal fair credit reporting act as contained in 15 U.S.C.1681, ET SEQ., as amended from time to time.

PRINT NAME

SIGNATURE

DATE

For Sysco's use only

Notwithstanding the signature below of a sales representative, evidencing only the optional review of the foregoing, the credit department of Sysco shall in no way be bound thereby to act upon this application or extend credit to the Applicant.

SALES REPRESENTATIVE NAME

SIGNATURE

DATE

INDIVIDUAL PERSONAL GUARANTY

1. **Purpose and parties.** In this guaranty, Sysco has the same meaning set forth in Sysco's Terms and Conditions above (as the same may be renewed, extended, amended or restated from time to time, the "Credit Agreement"). In this Guaranty "Customer" means the Individual or Business Entity Applicant set forth immediately above the signature blocks hereto. "Guarantor" means each signing below, who, by executing this guaranty, represents that he has a personal financial interest in Customer and reasonably anticipates receiving a direct or indirect benefit from any credit provided by Sysco to Customer from time to time. To induce Sysco to enter into the Credit Agreement and for value received, Guarantor personally guarantees the prompt and punctual payment and performance when due, whether at stated maturity, by required prepayment, upon acceleration, demand or otherwise, of any and all of Customer's obligations, indebtedness and liabilities of every kind, nature and character, direct or indirect, liquidated or unliquidated, and whether for principal, interest, premiums, fees, indemnities, damages, costs, expenses or otherwise to Sysco at any time created or arising, whether matured or contingent, including, without limitation, all liabilities under the Credit Agreement (including all renewals, extensions, amendments, refinancings and other modifications thereof and all costs, attorneys fees and expenses incurred by Sysco in connection with the collection or enforcement thereof, and including all interest that accrues upon such liabilities and obligations, including interest as set forth in Section 3 of the Credit Agreement and interest that accrues after the commencement by or against Customer of any proceeding under any applicable debtor relief laws) (the "Guaranteed Obligations"). This is an absolute, irrevocable, unconditional and continuing guaranty of payment, not a guaranty of collection, and Sysco may enforce Guarantor's obligations hereunder without first suing, or enforcing its rights and remedies against Customer or any other obligor or collecting any present or future collateral security for the Guaranteed Obligations.
2. **Notices.** Any notices that Guarantor provides to Sysco must be in writing and directed to the attention of Sysco's credit manager at the address specified in the Credit Agreement.
3. **Waivers and agreements.** Guarantor waives (a) except as expressly required hereby, promptness, diligence, notice of any default under the Guaranteed Obligations, notice of acceleration or intent to accelerate, demand for payment, notice of acceptance of this guaranty, presentment, notice of protest, notice of dishonor, notice of sales to Customer or the incurring by Customer of additional indebtedness, notice of any suit or other action by Sysco against Customer or any other person, any notice to any party liable for the obligation which is the subject of the suit or action, and all other notices and demands with respect to the Guaranteed Obligations and this guaranty; (b) any right to revoke this guaranty with respect to future indebtedness; (c) any right to require Sysco to do any of the following before Guarantor is obligated to pay the Guaranteed Obligations or before any Beneficiary may proceed against Guarantor: (i) sue or exhaust remedies against Customer and other guarantors or obligors, (ii) sue on an accrued right of action in respect of any of the Guaranteed Obligations or bring any other action, exercise any other right, or exhaust all other remedies, or (iii) enforce rights against Customer's assets or any collateral pledged by Customer to secure the Guaranteed Obligations; (d) any right relating to the timing, manner, or conduct of Sysco's enforcement of rights against Customer's assets or the collateral pledged by Customer to secure the Guaranteed Obligations; (e) if Guarantor and Customer (or a third-party) have each pledged assets to secure the Guaranteed Obligations, any right to require Sysco to proceed first against the other collateral before proceeding against collateral pledged by Guarantor; (f) (i) any principles or provisions of law, statutory, or otherwise, which are or might be in conflict with the terms hereof and any legal or equitable discharge of Guarantor's obligations hereunder, (ii) the benefit of any statute of limitations affecting Guarantor's liability hereunder or the enforcement hereof, and (iii) any requirement that Sysco protect, secure, perfect or insure any security interest or lien or any property subject thereto; (g) if applicable, each of the foregoing rights or defenses regardless whether they arise under (i) Section 43.001-005 of the Tex. Civ. Prac. & Rem. Code, as amended (ii) Section 17.001 of the Texas Civil Practice and Remedies Code, as amended, (iii) Rule 31 of the Texas Rules of Civil Procedure, as amended, or (iv) common law, in equity, under contract, by statute, or otherwise; and (h) if applicable, any and all rights under Sections 51.003, 51.004 and 51.005 of the Texas Property Code, as amended.
4. **Obligations Not to be Diminished.** Guarantor further agrees that its obligations under this guaranty shall not be released, discharged, diminished, impaired, reduced, or affected for any reason or by the occurrence of any event, including, without limitation, one or more of the following events, whether or not with notice to or the consent of Guarantor: (a) the taking or accepting of collateral as security for any or all of the Guaranteed Obligations or the release, surrender, exchange, or subordination of any collateral now or hereafter securing any or all of the Guaranteed Obligations; (b) any partial release of the liability of Customer, Guarantor or any other obligor, or the full or partial release of Customer or any other guarantor or obligor from liability for any or all of the Guaranteed Obligations; (c) any disability of Customer, or the dissolution, insolvency, or bankruptcy of Customer,

or any other guarantor, or any other party at any time liable for the payment of any or all of the Guaranteed Obligations; (d) any renewal, extension, modification, waiver, amendment, or rearrangement of any or all of the Guaranteed Obligations or any instrument, document, or agreement evidencing, securing, or otherwise relating to any or all of the Guaranteed Obligations; (e) any adjustment, indulgence, forbearance, waiver, or compromise that may be granted or given by Sysco to Customer, Guarantor, or any other party ever liable for any or all of the Guaranteed Obligations; (f) any neglect, delay, omission, failure, or refusal of Sysco to take or prosecute any action for the collection of any of the Guaranteed Obligations or to foreclose or take or prosecute any action in connection with any instrument, document, or agreement evidencing, securing, or otherwise relating to any or all of the Guaranteed Obligations; (g) the unenforceability or invalidity of any or all of the Guaranteed Obligations or of any instrument, document, or agreement evidencing, securing, or otherwise relating to any or all of the Guaranteed Obligations; (h) any payment by Customer or any other party to Sysco is held to constitute a preference under applicable bankruptcy or insolvency law or if for any other reason Sysco is required to refund any payment or pay the amount thereof to someone else; (i) the settlement or compromise of any of the Guaranteed Obligations; (j) the non-perfection of any security interest or lien securing any or all of the Guaranteed Obligations; (k) any impairment of any collateral securing any or all of the Guaranteed Obligations; (l) the failure of Sysco to sell any collateral securing any or all of the Guaranteed Obligations in a commercially reasonable manner or as otherwise required by law; (m) any change in the corporate existence, structure, or ownership of Customer; or (n) any other circumstance which might otherwise constitute a defense available to, or discharge of, Customer or Guarantor.

5. **Subrogation.** Until the Guaranteed Obligations have been paid, in full, Guarantor hereby covenants and agrees that it shall not assert, enforce, or otherwise exercise (a) any right of subrogation to any of the rights, remedies or liens of Sysco or any other beneficiary against Customer or its affiliates or any other guarantor of the Guaranteed Obligations or any collateral or other security, or (b) unless such rights are expressly made subordinate to the Guaranteed Obligations (in form and upon terms acceptable to Sysco) and the rights or remedies of Sysco under this guaranty and the Credit Agreement, any right of recourse, reimbursement, contribution, indemnification, or similar right against Customer or its affiliates or any other guarantor of all or any part of the Guaranteed Obligations.
6. **Termination.** This guaranty is a continuing and irrevocable guaranty of all Guaranteed Obligations. No termination of this guaranty shall be affected by the death of Guarantor. This guaranty shall be effective regardless of any subsequent incorporation, reorganization, merger or consolidation of the Customer, change of partners, change of name or any other change in the composition, nature, personnel or location of Customer whatsoever.
7. **Consent to Sysco's Acts.** Guarantor agrees that Sysco may, at any time and from time to time, and without notice to Guarantor, make any agreement with Customer or with any other person or entity liable on any of the Guaranteed Obligations, for the extension, renewal, payment, compromise, discharge or release of the Guaranteed Obligations (in whole or in part), or for any modification or amendment of the terms thereof or of any instrument or agreement evidencing the Guaranteed Obligations, all without in any way impairing, releasing, discharging or otherwise affecting the obligations of Guarantor under this guaranty. Further, Guarantor consents to the taking of, or failure to take, any action that might in any manner or to any extent vary the risks of Guarantor under this guaranty or which, but for this provision, might operate as a discharge of Guarantor.
8. **Insolvency of Customer.** This guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any portion of the Guaranteed Obligations is revoked, terminated, rescinded or reduced or must otherwise be restored or returned upon the insolvency, bankruptcy or reorganization of Customer or any other person or entity or otherwise, as if such payment had not been made and whether or not Sysco is in possession of or has released this guaranty and regardless of any prior revocation, rescission, termination or reduction.
9. **Financial Condition of Guarantor.** The liability of Guarantor hereunder shall, at the option of Sysco, without notice, become immediately fixed and enforceable for the full amount thereof, whether then due or not due, as though all of the Guaranteed Obligations had become past due in the event that Guarantor shall make an assignment for the benefit of his/her creditors or a composition with creditors, shall be unable or admit in writing his/her inability to pay, or shall generally fail to pay, his/her debts as they mature, shall file a petition commencing a voluntary case concerning Guarantor under any chapter of Title 11 of the United States Code entitled "Bankruptcy"; or an involuntary case shall be commenced against Guarantor under any such chapter and relief is ordered against him or the petition is controverted but is not dismissed within sixty (60) days after the commencement of such case. In the event that Guarantor should breach or fail to timely perform any provisions of this guaranty, Guarantor shall, immediately upon demand by Sysco, pay Sysco all costs and expenses (including court costs and

reasonable attorneys' fees) incurred by Sysco in the enforcement hereof or the preservation of Sysco's rights hereunder. The covenant contained in this Paragraph 9 shall survive the payment of the Guaranteed Obligations.

10. **Credit information.** Guarantor authorizes Sysco to investigate Guarantor's credit and business affairs. Guarantor agrees that Sysco may request consumer reports and other available credit reports about Guarantor in connection with this application, when Sysco is reviewing, updating or collecting credit from the Customer or Guarantor in the future, and as otherwise permitted by applicable law. Upon Guarantor's request, Sysco will inform Guarantor if a consumer report was requested and the name and address of any reporting agency that furnished any such consumer report.
11. **Payment and performance.** Payment is due at the physical location of Sysco specified in the Credit Agreement or at such other address as Sysco may designate in writing from time to time. In each instance, Sysco's rights and remedies under this guaranty, and amounts collected hereunder, are subject to and automatically constrained by applicable law.
12. **No Waiver.** No failure by Sysco to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy or power hereunder preclude any other or further exercise thereof or the exercise of any other right. The unenforceability or invalidity of any provision of this guaranty shall not affect the enforceability or validity of any other provision herein.
13. **Condition of Customer.** Guarantor acknowledges and agrees that he/she has the sole responsibility for, and has adequate means of, obtaining from Customer such information concerning the financial condition, business and operations of Customer as Guarantor requires, and that Sysco has no duty, and Guarantor is not relying on Sysco at any time, to disclose to Guarantor any information relating to the business, operations or financial condition of Customer. Guarantor represents and warrants as follows: (a) Guarantor has the power and authority and legal right to execute, deliver, and perform its obligations under this guaranty and this guaranty constitutes the legal, valid, and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms, except as limited by bankruptcy, insolvency, or other laws of general application relating to the enforcement of creditor's rights, (b) Guarantor has received or will receive direct or indirect benefit from the making of this Guaranty and the creation of the Guaranteed Obligations, (c) the value of the consideration received and to be received by Guarantor hereunder is reasonably worth at least as much as the liability and obligation of Guarantor hereunder, (d) that Sysco has made no representations to Guarantor in order to induce Guarantor to execute this guaranty, (e) the execution, delivery, and performance by Guarantor of this guaranty do not and will not violate or conflict with any law, rule, or regulation or any order, writ, injunction, or decree of any court, governmental authority or agency, or arbitrator and do not and will not conflict with, result in a breach of, or constitute a default under, or result in the imposition of any lien upon any assets of Guarantor pursuant to the provisions of any indenture, mortgage, deed of trust, security agreement, franchise, permit, license, or other instrument or agreement to which Guarantor or its properties are bound, and (f) no authorization, approval, or consent of, and no filing or registration with, any court, governmental authority, or third party is necessary for the execution, delivery, or performance by Guarantor of this guaranty or the validity or enforceability thereof.
14. **Governing law; forum for disputes.** The parties choose the law of the state specified in the Credit Agreement to govern all aspects of this guaranty and all transactions between them, without regard to the conflicts of law provisions of that state. They designate the federal and state courts of that state as the exclusive place of venue and jurisdiction for any dispute between them; and Guarantor waives any right they may have to transfer or change venue regarding Guarantor's obligations to Sysco.
15. **Other provisions.** This guaranty is binding upon Guarantor and Guarantor's heirs, successors, assigns, representatives and survivors, and inures to the benefit of Sysco. This guaranty may be assigned by Sysco without notice to Guarantor. If this guaranty is executed by more than one person, each person's obligations as a Guarantor hereunder shall be joint and several and all references to the singular are considered to include the plural.
16. **Amendments.** No provision of this guaranty may be waived, amended, supplemented or modified, except by a written instrument executed by Sysco and Guarantor making specific reference to the change to be made, and any attempted waiver, amendment, supplement or modification hereof, except by such a written instrument, shall be deemed null and void and of no effect.
17. **WAIVER OF JURY TRIAL; FINAL AGREEMENT.** TO THE EXTENT ALLOWED BY APPLICABLE LAW, GUARANTOR AND SYSCO EACH WAIVE TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM, SUIT OR PROCEEDING ON OR ARISING OUT OF THIS GUARANTY. THIS GUARANTY REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES.

LEGAL NAME OF COMPANY (CORPORATE, PARTNERSHIP OR PROPRIETORSHIP NAME):

DBA NAME (SHIP TO NAME)

PRINT NAME OF GUARANTOR

SIGNATURE

DATE

PRINT NAME OF GUARANTOR

SIGNATURE

DATE

PRINT NAME OF SYSCO SALESPERSON WITNESSING THIS DOCUMENT

SIGNATURE

DATE

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

TEXAS SALES AND USE TAX RESALE CERTIFICATE

Name of purchaser, firm or agency as shown on permit	Phone (Area code and number)
Address (Street & number, P.O. Box or Route number)	
City, State, ZIP code	
Texas Sales and Use Tax Permit Number (must contain 11 digits)	
<div style="border: 1px solid black; width: 100%; height: 15px; margin-bottom: 5px;"></div>	
Out-of-state retailer's registration number or Federal Taxpayers Registry (RFC) number for retailers based in Mexico	
<div style="border: 1px solid black; width: 100%; height: 15px; margin-bottom: 5px;"></div> (Retailers based in Mexico must also provide a copy of their Mexico registration form to the seller.)	

I, the purchaser named above, claim the right to make a non-taxable purchase (for resale of the taxable items described below or on the attached order or invoice) from:

Seller: **Sysco Central Texas, Inc.**

Street address: **1260 Schwab Road**

City, State, ZIP code: **New Braunfels, Texas 78132-5155**


Description of items to be purchased on the attached order or invoice:
Food & other related supplies

Description of the type of business activity generally engaged in or type of items normally sold by the purchaser:
SELECT ONE: _____ RESTAURANT _____ OTHER (specify) _____

The taxable items described above, or on the attached order or invoice, will be resold, rented or leased by me within the geographical limits of the United States of America, its territories and possessions or within the geographical limits of the United Mexican States, in their present form or attached to other taxable items to be sold.

I understand that if I make any use of the items other than retention, demonstration or display while holding them for sale, lease or rental, I must pay sales tax on the items at the time of use based upon either the purchase price or the fair market rental value for the period of time used.

I understand that it is a criminal offense to give a resale certificate to the seller for taxable items that I know, at the time of purchase, are purchased for use rather than for the purpose of resale, lease or rental, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

 Purchaser	Title	Date
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Policy on Handling Certain Private Information

Sysco Central Texas, Inc.

Certain federal and state laws prohibit the dissemination of specified private information relating to you ("covered information") that we may collect from you. Our policy is to comply with all such laws that are applicable to us. Accordingly, our policy will be to use such security or other measures required by applicable law to maintain and protect such covered information and not make uses or disclosures of such information to the extent prohibited or limited by such law, unless we are otherwise required to do so by subpoena, administrative or court order or process or by other law.

For example, we collect Social Security numbers and other personally identifiable information from you when you apply for a job. We may use such information throughout this company in connection with our consideration of your application or subsequent employment and we may retain such information for future consideration. However, we do not market or disclose such information to third parties.

In addition, when you apply for credit terms and you are a natural person, we may also collect social security numbers and other personal information in order to consider a prospective business relationship with you and evaluate your creditworthiness. We may use such information throughout this company and within the Sysco family of companies in connection with such consideration and credit evaluation and we may retain such information for future consideration. However, we do not market or disclose such information to third parties.

Since we may transact business in more than one state, the requirements of applicable law and the scope of covered information may vary individual to individual and transaction by transaction. We may adopt or implement other, more specific privacy policies with respect to unique information, to particular circumstances or forums (e.g. our web site), or to certain transactions or relationships.

Questions about this statement or about our handling of covered information may be sent to the Human Resources Department at this company.

Sysco's approach to credits & returns remains simple and aimed at absolute customer satisfaction and ensuring a food safe supply chain. In order to maintain the highest levels of consumer food safety, we ask for your partnership in complying with this Customer Credit and Returns Policy. By working together, we can maintain the food safety and integrity of our supply chain. Sysco Delivery Associates will return and credit any product that you do not accept at the time of delivery. Checking-in your order also provides you with an opportunity to request credit immediately if a product is invoiced but not included with your delivery. After delivery, credits and returns are limited within the parameters established within this policy.

Benefits of our Product Return & Credit Policy:

- Ensures product wholesomeness & quality
- Reduces product loss that ultimately impacts both Sysco and our Customer
- Speeds the processing of returns and refunds
- Assures product handling is compliant with HACCP, USDA, FDA, OSHA and HAZMAT requirements
- Reduces the risk that a tampered, damaged, or unwholesome product could be redistributed to another customer

At Time of Delivery

- Most credits and returns should happen when you are receiving your delivery.
- Your Sysco Delivery Associate will gladly help you verify the items delivered agree with your invoice.
- You may choose to return any item for credit at the time of delivery unless the item is a special order. Your Delivery Associate will make an adjustment on your invoice to keep for your records.
- If a product is partially damaged, your Delivery Associate will make an immediate adjustment on your invoice.
- Once you've approved your order (less any items you return) just sign the invoice, indicating you're satisfied with the delivery.

Returning Product After Delivery & Product Integrity Requirements

Most credit requests and returns should be generated as you check in your order, we understand that on rare occasions a product may need to be returned after delivery. To ensure food safety and product integrity, products designated as Potentially Hazardous Foods are not eligible for return to inventory.

Refunds or credits for these items will be determined by the Operating Company.

All other returns are accepted for a limited amount of time as long as they meet the important guidelines below:

Time: Make all returns and credit requests within these timeframes:

- Potentially Hazardous Food products (Refrigerated and Frozen): At time of delivery.
- Refrigerated foods not classified as Potentially Hazardous Foods: Within 48 hours from delivery.
- Frozen, dry and foodservice supplies: Within 14 days from delivery.

Temperature: All refrigerated and frozen products shall be required to be stored at proper temperature to maintain food safety, product integrity and wholesomeness.

- Frozen Items: -18°C to -7°C (0 to 20°F)
- Refrigerated Items: 0°C to 4°C (32 to 40°F)

Additional Food Safety Guidelines

Packaging: Products are returnable for full credit only when they are in the original package, free of markings or damage, must be stored within the required temperature range at all times, and within the specified return timeframe.

Potentially Hazardous Foods or Temperature Controlled for Safety (PHF/TCS):

Product	Refrigerated	Frozen
Deli Meats and Deli Poultry (RTE)	X	
Deli Salads (RTE)	X	
Eggs Cooked and Hard Boiled (RTE)	X	
Eggs, Shell (fresh)	X	
Fruits, Salads & Vegetables (RTE cut/processed)	X	
Ground Beef (raw)		X
Ground Beef (fresh, raw)	X	
Ground Poultry (raw)		X
Ground Poultry (fresh, raw)	X	
HazMat Labeled Chemicals	---	---
Liquid Eggs (ready to use)	X	
MAP or VAC Packaging	X	X
Meat (raw)	X	

Product	Refrigerated	Frozen
Milk (fluid)	X	
Molluscan Shellfish both in shell and shucked (fresh, raw, not fully cooked)	X	
Molluscan Shellfish both in shell and shucked (raw, not fully cooked)		X
Pickles	X	
Poultry (raw)	X	
Poultry and Meat (RTE)	X	
Seafood (raw)	X	
Seafood (RTE)	X	
Soft Cheese	X	
Sprouts (fresh)	X	

Note: Ready To Eat (RTE) = Ready to Serve (RTS)

These products may be eligible for credit after confirming with the Sysco Operating Company, but are not allowed back into inventory if picked up after delivery.

Chemicals:

- Please treat chemical returns with extra attention. Federal HZMAT and OSHA regulations prohibit the transport of open-container chemicals, or chemical products not in the original packaging.
- A Sysco representative must inspect all chemical returns for damage and/or leakage before a pick up and return order can be processed.

Will Call:

- Refrigerated & Frozen products can only be refused/returned at time of pick up. These items are not returnable once they have been signed for and are out of Sysco's control.

Special Order (Non-Stock) Items:

- Special order items are products that we do not stock that were ordered especially for you. Because they can't be resold, they are not returnable except when damaged or of inferior quality at the time of delivery.

Drop Shipments:

- Drop shipments are sent directly to you from our suppliers. Contact your Sysco representative about any unacceptable items within 48 hours of delivery.

Standing Order:

- Is a pre-arranged process and agreement to always ship a defined product and quantity on every order, repetitive.

Auto Ship:

- Is a pre-arranged process and one-time agreement (customer) to ship a defined product and quantity on a defined ship date.

Restocking:

- Any exceptions to these return guidelines may result in denial of credit or may be subject to a 20% restocking fee.

VERIFICATION

- A Sysco Corporate Quality Manager shall verify compliance with this document during the annual onsite audit.

This Security Agreement, made and entered in this _____ day of _____, 20____, by and between, Sysco Central Texas, Inc.
(hereinafter "Secured Party") located at 1260 Schwab Road and _____ (hereinafter "Debtor") described below.

I CREATION OF SECURITY INTEREST

In consideration for the extension of credit, Debtor hereby grants a security interest in and assigns to the Secured Party the Collateral described in paragraph II below to secure payment and performance of all debts, liabilities and obligations of Debtor of any kind whenever and however incurred to Secured Party.

II COLLATERAL

To secure payment and performance Debtor hereby grants to Secured Party a continuing security interest in all inventory, equipment (including but not limited to the attached exhibits) and all goods manufactured by or distributed by Secured Party, whenever sold, consigned or delivered, directly or indirectly, to or for the benefit of Debtor by Secured Party, wherever located, now owned and hereafter acquired including but not limited to all Dinnerware, Flatware, Drink ware, Serving/Buffer/ Banquet Equipment & Supply, Tabletop Items, Beverage Equipment, Carts/Racks, Stands & Worktables, Bar Supplies and Equipment, Cutlery, Janitorial Supplies and Equipment, Food Preparation Equipment & Supplies, Cooking Equipment, Food Products, Refrigeration Storage & Equipment, Dishwashing Equipment, Shelving Equipment & Supplies, Interior Furniture and Supplies; and all accessions and products; and all proceeds from the sale thereof; and all existing or subsequently arising, accounts, promissory notes, Chattel paper, general intangibles, instruments, and accounts receivable which may from time to time hereafter come into existence during the term of this Security Agreement. Secured Party's security interest is explicitly limited to outstanding obligations between Secured Party and Debtor.

III DEBTOR'S OBLIGATIONS

The Collateral will be insured until this security agreement is terminated against all expected risks to which it is exposed. Debtor will notify Secured Party in writing fifteen (15) days prior to any of the following: (1) Change(s) or additions to location of any material or substantial portion of the Collateral, (2) change(s) in location of chief executive offices (if an unregistered entity), (3) change(s) in state of Incorporation (if a registered entity), (4) change(s) in state of residence (if an individual), (5) change(s) in name of Debtor's business.

IV DEFAULT

Default by Debtor shall constitute any one of the following: 1) the failure to pay any installment of indebtedness or any notes when due; 2) any bankruptcy or insolvency proceedings are instituted by or against the Debtor or if Debtor makes any assignment for the benefit of creditors, or 3) Debtor's noncompliance with or non-performance of any terms, obligations or conditions under this Security Agreement.

V SECURED PARTY'S RIGHTS AND REMEDIES

A. Secured Party may assign this security agreement, and...

(1) If Secured Party does assign this security agreement, the assignee shall be entitled, upon notifying the Debtor, to performance of all Debtor's obligations and agreements hereto and...

(2) Debtor will assert no claims or defenses it may have against Secured Party or against its assignee except those granted in this security agreement, and...

B. Upon Debtor's default, Secured Party, shall have all rights set forth under the Uniform Commercial Code, including, but not limited to Article 9, and may exercise its rights of enforcement under the Uniform Commercial Code in force in the State where the Collateral is located; may require Debtor to assemble the Collateral and make it available to allow Secured Party to take possession or dispose of the Collateral; and may enter upon Debtor's premises to take possessions or dispose of the Collateral or to render it unusable.

VI RIGHTS AND REMEDIES OF DEBTOR

Debtor shall have all the rights and remedies before or after default provided in Article 9 of the Uniform Commercial Code in force in the State of where the Collateral is located or where the UCC Financing Statement is filed.

VII MUTUAL AGREEMENTS

"Debtor" and "Secured Party" as used in this security agreement include the heirs, executors or administrators, successors or assigns of those parties. (2) The law governing this secured transaction shall be that of the State where the Collateral is located or where the UCC Financing statement is filed. (3) If more than one Debtor executes the security agreement, their obligations hereunder shall be joint and several. (4) This agreement doesn't waive Secured Party's rights under any other agreement that Debtor has signed with the Secured Party. (5) Debtor authorizes Secured Party to file a financing statement describing the collateral and appoints Secured Party as Debtor's agent and grants Secured Party limited Power of Attorney to sign whatever forms or documents Secured Party deems necessary to protect Secured Party's interest.

VIII PARTIAL INVALIDITY

In the event that any one or more of the provisions contained in this Agreement shall be held to be invalid, such invalidity shall not affect any other provision hereof, and the Agreement shall be construed as if such invalid provision had not been contained herein. IN WITNESS WHEREOF, Debtor has ACCEPTED and executed this Security Agreement as of this date ____ / ____ / ____.

DEBTOR'S CORPORATION NAME: _____ if any DBA : _____
"ship to name"

Chief executive offices located at: _____
(Corporation full address)

Check one: Registered (incorporated, ltd liability, ltd partnership), Unregistered (partnership), Individual (sole proprietorship)

** State of Formation: _____ **

BY Debtor: _____
(Corporation Name)

(Signature and Title)

(printed name)

BY Secured Party: **Sysco Central Texas, Inc.**

(Marketing Associate Signature)

(printed name)