

AUTHORIZATION FOR CREDIT REPORT

The undersigned, _____, on behalf of _____, is hereby authorizing MATRANA's PRODUCE INC., (hereinafter referred to "Matrana's") to obtain a consumer credit report from the credit and consumer reporting agencies and/or credit reporting sources, in order to further evaluate the creditworthiness of such individual in connection with the credit evaluation process of and/on behalf of _____, and any affiliates or related companies (hereinafter referred to collectively "Applicant"). The undersigned, individually hereby knowingly consents to the use of such report in accordance with the Federal Fair Credit Reporting Act as set forth in 15 U.S.C. § 1681, et seq.

If the application for business credit is not approved, or if any other adverse action is taken with respect to Applicant's credit with Creditor, Applicant has the right to request within sixty (60) days of the Applicant's notification of such adverse action, a statement of specific reasons supporting such action, which statement will be provided within thirty (30) days of said request. To obtain the statement of specific reasons, please send a written request to:

**MATRANA'S PRODUCE INC.
201 Louisiana Street, Westwego, Louisiana 70094**

The Federal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided that Applicant has the capacity to enter into a binding contract); because all or part of Applicant's income is derived from any public assistance programs; or because 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, Washington, D.C.

Signature

Date

Print Name

EIN Number

ACH DEBIT AUTHORIZATION FORM

PAYER INFORMATION New Change

Please type or print legibly

Effective With Next Payment Due ___/___/___

Payer Name:		Taxpayer Number:	
Mailing Address:			
Primary Contact:		Phone Number (area code, number, extension) () - ext:	
Title:		Phone Number (area code, number, extension) () - ext:	
Secondary Contact:		Phone Number (area code, number, extension) () - ext:	
Title:		Phone Number (area code, number, extension) () - ext:	

ELECTRONIC FUNDS TRANSFER INFORMATION

ACH DEBT AUTHORIZATION

I hereby authorize MATRANA's PRODUCE INC., to initiate ACH Debit entries to the financial institution indicated below for payment of invoices owed. Amounts shall correspond to payment information faxed to the primary contact indicated above. This authorization is to remain in full force and effect until MATRANA's PRODUCE INC., receives written notification of termination and has a reasonable opportunity to act upon it.

Signature	
Name and Title	Date / /
Bank Name	City, State
Transit/Routing Number	Bank Account Number
Name on Account	

*For assistance in completing this form, please contact
MATRANA's PRODUCE INC.*

THIS SECTION TO BE COMPLETED BY MATRANA'S PRODUCE INC.:

Company Name

Contact Name

Contact Phone Number

The perishable agriculture commodities listed on invoices are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agriculture Commodities Act, 1930 (7 U.S.C 499(c)). The seller of commodities retains a trust claim over commodities, all inventories of food or other products derived from commodities, and any receivables or proceeds from the sale of commodities until full payment is received.

MATRANA'S PRODUCE INC., Certificate of Tax Exemption, Hold Harmless and Indemnity Agreement

The applicant, _____, individually or through its authorized officer or agent hereby certifies that all materials, goods, merchandise and services purchased by the applicant from MATRANA'S PRODUCE INC., will be used for resale or further processing only and are therefore exempt from the Sales and Use Tax Ordinances of the parishes listed below. The applicant further agrees that should the sale to applicant later be held subject to such tax; or the applicant has made this certification with the intent to deceive, misrepresent or defraud for sales and use tax purposes; applicant will hold MATRANA'S PRODUCE INC., harmless and does hereby indemnify MATRANA'S PRODUCE INC., from and against any and all claims, demands, judgments, costs of defense, assessments or liability for all taxes, fees, penalties, costs and expenses owed on the sale and use of the materials, goods, merchandise and services, including any and all applicable fines, penalties, or fees associated with the failure to collect such taxes, along with any attorney's fees, court costs, and expenses associated with the collection of the taxes, fees, expenses, costs, and penalties allegedly owed, and all costs associated with the defense of any claim for which taxes, fees, expenses, costs and penalties are owed.

Parish: _____, _____, _____

Applicant

Date

Applicant's Address

Signature

Printed Name

Title

Sales Tax Registration Certificate Number: _____

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Banking Information	Your Banking Information:			
	Bank Name	Address	City, State Zip	
	Loan Officer		Phone Number	
	Checking Account No.	Balance	Loans Account No.	Balance
References:	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 Number	Phone Number	Phone Number	
	Account Number	Account Number	Account Number	

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TERMS, CONDITIONS SECURITY AGREEMENT

1. Purpose and Parties. This document is your credit application with MATRANA'S PRODUCE INC., and if your application is approved, your credit agreement ("Agreement") with MATRANA'S PRODUCE INC. "Customer" refers to applicant. This application is not binding upon MATRANA'S PRODUCE INC., unless approved in writing by MATRANA'S PRODUCE INC. Even if approved, MATRANA'S PRODUCE INC., at its sole discretion may terminate customer's credit privileges under this Agreement at any time without prior notice to customer, except as otherwise provided by law.
2. Scope of Agreement. This Agreement applies to all of customer's purchases of goods and services from MATRANA'S PRODUCE INC. This Agreement consists of these terms and conditions and any distribution Agreements, invoices or other MATRANA'S PRODUCE INC., documents approved by MATRANA'S PRODUCE INC., in writing to evidence customer's obligation to MATRANA'S PRODUCE INC., all of which are incorporated in this Agreement by reference. Except as to quantity of goods ordered, customer agrees that MATRANA'S PRODUCE INC., 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 MATRANA'S PRODUCE INC., 201 Louisiana Street, Westwego, Louisiana 70094. If customer fails to maintain current payment on or before due date(s), fails to make payment on time, any and all amounts due and owed, less any unearned charges, become immediately due and payable in full upon demand. Customer agrees to pay Interest of 1.5% per month on all past due amounts from date due until paid; all costs of collection (e.g. attorney fees, costs, and expenses); and a \$30 fee for each returned item (whether check or ACH) that is dishonored for any reason, or such greater amount allowed by law.
4. Governing Law, Forum for Disputes and Attorney's Fees. The parties choose the laws of the state of Louisiana, to govern all aspects of this credit application and Agreement and all transactions between them, without regard to the conflict of law provisions of the state. They designate the State Courts for the Parish of Jefferson the exclusive place of venue and jurisdiction for any dispute between them; and customer waives any right customer might have to transfer or change of venue regarding customer's obligations to MATRANA'S PRODUCE INC. In the event that MATRANA'S PRODUCE, INC has to retain counsel to enforce the terms of this Agreement, Customer will be obligated to pay all reasonable attorney's fees and costs incurred by MATRANA'S PRODUCE, INC.
5. Special Orders. If customer ceases doing business with MATRANA'S PRODUCE INC., for any reason, customer must immediately purchase from MATRANA'S PRODUCE INC., any remaining proprietary or special order items in MATRANA'S PRODUCE INC., inventory obtained or held for customer.
6. Prompt Notice of Any Nonconforming Items. Customer agrees that MATRANA'S PRODUCE INC., 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 MATRANA'S PRODUCE INC., is

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specifically notified in writing of the nonconformity within two (2) days of delivery of product(s) by facsimile transmission, hand delivered notice, and U.S. Mail.

7. Credit Approvals; No Assignments. MATRANA'S PRODUCE INC., may establish a credit limit for customer's account. Customer agrees that MATRANA'S PRODUCE INC., in its sole discretion may increase, decrease or terminate credit at any time. Customer may not assign any rights or benefits under this Agreement without MATRANA'S PRODUCE INC., prior written consent, which consent may be withheld in MATRANA'S PRODUCE INC., sole discretion. If customer is a corporation or other entity, a transfer or assignment of a majority of the equity interest is considered an assignment within the meaning of this provision.
8. Credit Reports & Credit Information. MATRANA'S PRODUCE INC., is relying upon the information provided by customer as inducement to extend credit to customer. Customer understands this and certifies to MATRANA'S PRODUCE INC., that all information customer has provided, or provides in the future, is true, accurate, and complete. Customer authorizes MATRANA'S PRODUCE INC., to investigate customer's credit and payment history. Customer agrees that MATRANA'S PRODUCE INC., may request consumer reports and other available credit reports about customer in connection with this application, when MATRANA'S PRODUCE INC., is reviewing, updating or collecting credit from customer in the future, and as otherwise permitted by applicable law. Upon customer's request, MATRANA'S PRODUCE INC., will inform customer if a consumer report was requested and the name and address of any report agency that furnished any such customer report. Customer agrees to notify MATRANA'S PRODUCE INC., in writing by certified mail return receipt requested of any material changes in customer's financial status, or business affairs, including without limitation, any change in financial information or condition, ownership addresses, business locations, telephone contact information, and other related matters.
9. Security Agreement. In the event this application is approved, customer hereby grants to MATRANA'S PRODUCE INC., a continuing security interest in all presently owned or hereafter acquired property of customer consisting of: (a) goods; (b) inventory; (c) instruments; (d) chattel paper; (e) documents; (f) accounts; (g) accounts receivable; (h) general intangibles; (i) payments intangibles; and (j) any proceeds and all support obligations of any of the foregoing (together referred to as "collateral"). The collateral secures customer's liabilities and obligations to MATRANA'S PRODUCE INC., whether now existing or hereafter arising. Default. The following constitutes default: (a) failure to make a payment on a due date; (b) failing to make timely payment; (c) failure to perform; or (c) bankruptcy, insolvency, or assignment for the benefit of creditors with respect to customer; or any misrepresentation by customer to MATRANA'S PRODUCE INC. In the event of default, MATRANA'S PRODUCE INC., may declare all unpaid balances due, less any unearned charges, immediately due and payable in full without notice and exercise all rights and remedies allowed by applicable law. Customer authorizes MATRANA'S PRODUCE INC., to execute on customer's behalf and file a financing statement describing the collateral. MATRANA'S PRODUCE INC., may name itself as agent for itself. Customer grants MATRANA'S PRODUCE INC., power of attorney to sign and file any financing statements, receipts, and other documents deemed necessary by MATRANA'S PRODUCE INC., to protect the rights of MATRANA'S PRODUCE INC.

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10. Other Provisions. This Agreement is binding upon MATRANA'S PRODUCE INC., customer, and their respective heirs, successors, assigns, representatives and survivors and shall inure to the benefit of MATRANA'S PRODUCE INC., its successors and assigns.
11. The perishable agriculture commodities sold to Customer under the terms of this Agreement and listed on invoices issued to Customer are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agriculture Commodities Act, 1930 (7 U.S.C 499(c)). The seller of commodities retains a trust claim over commodities, all inventories of food or other products derived from commodities, and any receivables or proceeds from the sale of commodities until full payment is received.
12. Notice to MATRANA'S PRODUCE INC., Any notices that customer provides to MATRANA'S PRODUCE INC., regarding this Agreement must be in writing and directed to the attention of:

MATRANA'S PRODUCE INC.,
201 Louisiana Street
Westwego, Louisiana 70094

with a copy to counsel for MATRANA'S PRODUCE INC.:

Laurie Young, Esq.
Marshall Hevron, Esq.
Adams and Reese, LLP
701 Poydras St., Suite 4500
New Orleans, Louisiana 70139

13. **Notice for Non-Trade Customers Only.** This notice is only for applicants who have not requested trade credit from MATRANA'S PRODUCE INC., If this application is not fully approved if any other adverse action is taken, the applicant has the right to request a statement of specific reason for such action within sixty (60) days of MATRANA'S PRODUCE INC., notification of such adverse action. MATRANA'S PRODUCE INC., must then provide the statement within thirty (30) days of applicant's request. An applicant's request for a statement of specific reasons should be directed to MATRANA'S PRODUCE INC., 201 Louisiana Street, Westwego, Louisiana 70094. The Federal Equal Credit Opportunity Acts 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 is derived from any public assistance programs; or because the applicant has in good faith exercised any right pursuant to 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.

14. **INDEMNITY** Customer will defend, indemnify MATRANA'S PRODUCE INC., its members, directors, officers, employees, agents, successors, assigns and its related entities

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(collectively referred to as “Indemnitees”) and hold Indemnitees harmless from and against any and all claims, causes of action and/or lawsuits, judgments, damages, (including consequential damages), penalties, fines, liabilities, losses, attorney fees, costs, including defense costs, and expenses of any kind or nature (collectively referred to as “Claims”) arising from or out of the negligence, fault, intentional act or willful and wanton misconduct of Customer, its employees, agents, or contracting parties.

15. Assignment Customer shall not, without the prior written consent of MATRANA’S PRODUCE INC., assign or transfer the whole or any part of its interest or obligations under this Agreement, voluntarily, involuntarily or by operation of law.

16. No Waiver. The waiver by one party of the performance of any covenant, condition or promise hereunder shall not invalidate this Agreement, nor shall it be considered a waiver by such party of any other covenant, condition or promise hereunder. Additionally, the waiver by either or both parties of the performance of any act or obligation hereunder shall not constitute a waiver of the performance of any other act or an identical act or obligation hereunder required to be performed at a later time. The exercise of any remedy shall not exclude other consistent remedy.

17. Entire Agreement. This Agreement contains the entire agreement between the parties. All prior negotiations between the parties are merged in this Agreement, and there are no understandings or agreements other than those incorporated herein.

18. Modification. This Agreement may not be modified except by written instrument signed by both parties hereto.

19. Authority. The persons executing this Agreement on behalf of each party hereto warrant and represent that they have full power and authority to do so.

20. Headings. Section headings herein are inserted only for convenience of reference, and will in no way define, limit, or prescribe the scope or extent of any provisions of this Agreement.

21. Severability. If any term or provision of this Agreement should be held by a court of competent jurisdiction to be illegal, invalid, unenforceable, or in contravention of any applicable law, the remaining terms and provisions of this Agreement will be valid and enforceable to the fullest extent permitted by law.

22. Counterparts. This Agreement may be executed in counterparts, and when each of the parties hereto has executed and delivered one or more counterparts this Agreement shall be binding and effective, even though no single counterpart has been executed by both parties.

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Legal Name of Individual or Business Entity Applicant

DBA Name (Ship to Name)

By Authorized Agent: (Printed Name & Title)

Signature & Date

APPROVED BY:

MATRANA'S PRODUCE INC.
[Insert name and title]

Signature & Date

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