

FREEDOM TREE FARMS, LLC
Credit Application

Personal Information: (Corporate Officer/Owner)

First Name: _____ Middle Int. _____ Last Name: _____

Home Address _____ Suite/Apt _____

City: _____ State: _____ Zip: _____

Home Phone Number() _____ - _____ Social Security Number _____

Business Information:

Name of Business/Applicant: _____ Federal Tax ID _____

Business Address _____ Suite/Apt _____

City: _____ State: _____ Zip: _____

Business Phone() _____ - _____ Business Fax() _____ - _____

Business Email: _____

Form of Business:

- (Check One) Proprietorship / Sole Owner
 Corporation (State _____ Date of Incorporation _____)
 Partnership
 Limited Liability Company (State _____ Date of Incorporation _____)

 Other _____

Billing Address (if different from above) _____

Complete if Corporation:

Corporate full name: _____

President: _____ Vice President: _____

Secretary: _____ Treasurer: _____

Complete if individual or Partnership: (if Partnership, list all general partners)

Principal/Owner/Partner _____ Principal/Owner/Partner _____

Principle/Owner/Partner _____ Principle/Owner/Partner _____

Applicant Name _____ **Date** _____

Financial Information:

Bank: _____ Branch Location : _____

Name of Banker: _____

Address: _____ City/St/Zip _____

Telephone: _____ Fax: _____

Account Number: _____ Type of Account: _____

Person(s) Authorized to Sign Checks: _____

Have you or any of the other principals in your organization participated in either a corporate or personal bankruptcy in the last five (5) years? YES NO (circle one)

Are you a former customer? YES NO (circle one)

If yes, dates: From _____ to _____

Previous account name _____

Address _____ Location _____

Trade References:

Name 1) _____ Contact _____

City/St/Zip: _____ Phone: _____ Fax: _____

Name 2) _____ Contact _____

City/St/Zip: _____ Phone: _____ Fax: _____

Name 3) _____ Contact _____

City/St/Zip: _____ Phone: _____ Fax: _____

Name 4) _____ Contact _____

City/St/Zip: _____ Phone: _____ Fax: _____

Purchasing Information:

Please provide names of individuals authorized to make purchases and limits, if any:

Name Amount Authorized to Purchase

Name Amount Authorized to Purchase

Name Amount Authorized to Purchase

Applicant Name _____ **Date** _____

AGREEMENT:

Applicant hereby applies to Freedom Tree Farms, LLC (*Creditor*) to open a commercial charge account in Applicant's name and hereby requests Creditor from time-to-time to extend credit to enable Applicant to purchase merchandise from Creditor for business or commercial purposes only. As an inducement to creditor to extend credit and in consideration of Creditor agreeing to extend credit to Applicant, Applicant states and agrees as follows:

Applicant represents and warrants that (a) all information given in connection with this Application and Agreement ("Agreement") is true as of the date thereof, and (b) that it is financially able to comply with all payment terms specified herein or in any invoice from Creditor ("Payment Terms"), and such representation and warranty shall be deemed remade each time Applicant accepts credit from Creditor.

Payments are to be sent directly to: Freedom Tree Farms, LLC, P.O. Box 69, Pelham, TN 37366 in accordance with Payment Terms that are granted to Applicant by the Creditor/Credit Department.

If Applicant does not pay an invoice or billing in full upon receipt of the same, or within the terms noted therein, Creditor may charge a service charge/finance charge against the unpaid balance of the invoice or billing ("Balance") from the date of the invoice at the rate of 18 percent per year (which is 1.5% percent per month) on the unpaid Balance until the Balance and all interest charges accumulated on the balance are paid in full. Any payments made by applicant shall first be applied against any interest accumulated on the outstanding Balance and then against the Balance. Creditor may add any accumulations of interest which are unpaid for 30 days to the Balance and that sum will be the new Balance owed by applicant and against which interest may be charged.

Creditor may at any time require any and all additional purchases on a cash basis and require Applicant to satisfy all its debts to Creditor before making any additional purchases or refuse to make further extensions of credit while any Balance remains unpaid.

Applicant agrees to pay a service charge of \$30.00 for any checks returned from the Applicants bank as unpaid for any reason. Creditor shall have the right to demand payment of the returned check (s) in CASH or CERTIFIED funds or MONEY ORDER immediately.

This Agreement shall be a continuing agreement and shall apply to each purchase of merchandise for which the Applicant does not pay in full at the time of delivery.

Creditor may terminate the Agreement or restrict or withhold deliveries to applicant at any time without notice.

Applicant will pay all costs, expenses and collection charges (including attorney's fees or charges made by any agent or collection agency used for purposes of collecting any unpaid balance) incurred by Creditor in the enforcement of this Agreement and the collection of any charges due hereunder. Applicant also agrees to pay all pre and post-judgment costs including any costs, attorney's fees or expenses incurred in the defense of any claim asserted by Applicant against Creditor.

If any claims arise with respect to defects in quantity or quality, or as to any other matter, Creditor shall not be liable, if at all, unless Customer shall make written claim to Creditor within seventy-two (72) hours after receipt of any shipment involved in such claim, and failure to present any such claim within that time will be considered a waiver of claim. Any claims made by telephone shall be confirmed immediately in writing to Creditor.

In the event that Freedom Tree Farms, LLC or any other Assignee of Credit institutes legal proceedings to collect any amount owing, then Customer will be responsible for any costs incurred at both the trial and appellate levels.

Customer acknowledges that in the event of non-payment, its account will be turned over to an Assignee of Creditor. Customer waives any claim of jurisdiction or venue in the county or state of Customer's residence or place of business and agrees that, should suit be instituted, personal jurisdiction as well as venue, will be exclusively in Grundy County, Tennessee. Each party hereby irrevocably waives any right it may have to a jury trial.

Creditor shall not be liable for the prospective profits or special, indirect or consequential damages; it's expressly understood and agreed that the customer's sole and exclusive remedy shall be repair or replacement of non-conforming goods.

Applicant agrees to notify Creditor by certified mail within fifteen (15) days of any changes in legal company structure or ownership of the business entity and further agrees to be liable for all purchases should Applicant fail to comply with said notification. In the event that this Agreement is executed by more than one person, then, in such event the liabilities and obligations of the undersigned hereunder shall be joint and several and the relative words herein shall be read as if written plural.

Applicant Name _____ **Date** _____

If any portion or provision of this agreement shall be deemed to be unenforceable or void under applicable law, such term or provision shall not affect the remainder of the Agreement, all of which terms shall remain fully enforceable.

This information is given in strict confidence for the sole purpose of establishing an open account with Creditor. I (We) hereby authorize Creditor to request and obtain credit information from any trade, bank, financial references concerning the status of my business and credit.

ALL ACCOUNTS ARE DUE BEFORE DELIVERY OF GOODS UNTIL OPEN ACCOUNT TERMS ARE APPROVED BY THE CREDIT DEPARTMENT.

Both the Authorized Officer and the Business shall be liable individually and jointly for all charges and balances on the account.

FOR VALUE RECEIVED and in consideration of any extension of credit or other financial accommodation heretofore or hereafter at any time made or granted to Applicant by Creditor, the undersigned hereby unconditionally guarantee(s) the full and prompt payment when due, whether by acceleration or otherwise, of all amounts Applicant shall at any time owe to Creditor, howsoever created, arising or evidenced, (collectively the "Liabilities"), and the undersigned further agree(s) to pay all interest on such Liabilities, plus expenses (including attorney's fees, legal expenses or collection charges as set forth in the Agreement) paid or incurred by Creditor in endeavoring to collect the Liabilities, or any part thereof, and enforcing this personal guaranty. This personal guaranty shall be continuing guaranty, and shall remain in effect (notwithstanding without limitation, the death, incompetency or dissolution of any of the undersigned), subject to revocation: provided, however, that no such notice of revocation shall affect or impair any of the agreements and obligations of such undersigned hereunder with respect to any and all Liabilities existing prior to the time of actual receipt of such notice by Creditor or to obligations contracted for prior to such revocation but not yet delivered to Applicant.

Notices of every kind or nature, including but not limited to, notice of acceptance of this personal guaranty and notice of default or of non-payment on any of the Liabilities are hereby waived. This personal guaranty of payment is absolute and unconditional. The undersigned hereby consents and agrees that the Creditor may, from time-to-time, extend the time of payment of the whole or any part of any sum due and that extensions and renewals shall not, in any way, change, release or discharge the undersigned from this personal guaranty. The liability of the undersigned shall not be affected, impaired or diminished by any failure or omission on the part of the Creditor to realize upon any security, to be proceed against Applicant to enforce payment or to proceed under or upon any other guaranty to secure said sum.

The personal guaranty shall be construed according to the laws of the State of Tennessee. This Agreement shall inure to the benefit of Creditor, its successors and assigns, and the assignees of any Liabilities hereby granted. It shall bind the undersigned, and their heirs, successors, legal representatives or assigns of the undersigned. If more than one party shall execute this personal guaranty, the term "undersigned" as used herein shall mean all parties executing this personal guaranty and each of them, and all such parties shall be jointly and severally obligated hereunder.

SIGNED AND DELIVERED THIS _____ DAY OF _____, 20____

Signature 1 _____ Signature 2 _____

Print Name _____ Print Name _____

Signature 3 _____ Signature 4 _____

Print Name _____ Print Name _____

PLEASE RETURN ALL FOUR PAGES

**Return Fax: (931) 467-3062 or Mail: Freedom Tree Farms, LLC
Attn: Credit Department
P.O. Box 69
Pelham, TN 37366**