

REAL ESTATE OWNED _____ VALUE _____ MORTGAGE \$ _____

TITLE HELD BY _____

MORTGAGE ON MACHINERY OR EQUIPMENT (LIST ALL) \$ _____ HELD BY _____

DO YOU PLEDGE OR BORROW ON YOUR ACCOUNTS RECEIVABLE? _____ FROM WHOM _____

SALES TAX EXEMPTION CERTIFICATE NO. _____ IF EXEMPT, MARK HERE

IF APPLICABLE, PLEASE MAIL A COPY OF CERTIFICATE WITH THIS APPLICATION.

FOR THE PURPOSE OF OBTAINING MERCHANDISE FROM US ELITE WINERY SUPPLIES. (HEREINAFTER REFERRED TO AS SELLER) ON CREDIT, THE ABOVE STATEMENT IN WRITING IS MADE, INTENDING THAT SELLER SHOULD RELY ON THE SAME AS CORRECT. BUYER FURTHER AGREES TO THE TERMS AND CONDITIONS AS SET FORTH HEREINBELOW.

IT IS HEREWITH AGREED BY AND BETWEEN BUYER AND/OR BUYER'S GUARANTOR AND SELLER THAT IN THE EVENT OF ANY DELINQUENCY IN THE REPAYMENT OF ANY SUM OWED TO SELLER BY PURCHASERS OR THEIR SUCCESSORS, ASSIGNS, OR GUARANTORS, THAT SELLER WILL BE ENTITLED TO REASONABLE ATTORNEY'S FEES AND ALL COSTS OF COLLECTION. BUYER IS AWARE OF US ELITE WINERY SUPPLIES PAYMENT TERMS AND AGREES TO PAY ALL INVOICES WITHIN THEM.

BUYER AGREES THAT SELLER SHALL RETAIN A SECURITY INTEREST IN ANY AND ALL GOODS AND MATERIALS AND PROCEEDS THEREOF, INCLUDING BUT NOT LIMITED TO, ACCOUNTS RECEIVABLE, NOTES, AND CHOSSES IN ACTION, SOLD BY SELLER TO BUYER (DESCRIBED IN SELLER'S INVOICES), UNTIL ALL INDEBTEDNESS OF BUYER TO SELLER IS PAID IN FULL. SELLER SHALL HAVE ALL THE RIGHTS OF A SECURED PARTY AS PROVIDED BY THE CALIFORNIA COMMERCIAL CODE, INCLUDING THE RIGHT TO COLLECT A DEFICIENCY.

IT IS AGREED BETWEEN BUYER AND SELLER THAT THIS AGREEMENT, AND ALL FUTURE PURCHASES HAVE BEEN ENTERED INTO AND ARE TO BE PERFORMED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND JURISDICTION FOR THE ENFORCEMENT OF ANY TRANSACTION MADE PURSUANT TO THIS CREDIT APPLICATION MAY BE IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AT THE SOLE AND ABSOLUTE DISCRETION OF SELLER.

IT IS AGREED THAT THIS TERM AGREEMENT AND APPLICATION FOR CREDIT IS A CONSENT BY BUYER, THE UNDERSIGNED AND BUYER'S GUARANTOR(S), THAT SELLER MAY USE THIS AGREEMENT WITH ANY BANK, OR FINANCIAL INSTITUTION OF ANY KIND OR NATURE WHATSOEVER, FOR THE PURPOSE OF OBTAINING ALL PERSONAL AND FINANCIAL INFORMATION RELATIVE TO (CHECKING ACCOUNTS, SAVINGS ACCOUNTS, LETTERS OF CREDIT, ACCOUNTS OF ANY OTHER KIND OF NATURE WHATSOEVER) INCLUDING BUT NOT LIMITED TO SAFETY DEPOSIT BOXES AND MONEY MARKET ACCOUNTS, IN THE NAME OF BUYER, THE UNDERSIGNED, AND BUYER'S GUARANTOR(S).

IT IS AGREED, AND IT IS THE ESSENCE OF THIS AGREEMENT, THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT, AND IT IS INTENDED BY BUYER, THE UNDERSIGNED, AND BUYER'S GUARANTOR(S), THAT SELLER SHALL RELY UPON SUCH INFORMATION.

THIS APPLICATION IS SUBJECT TO ACCEPTANCE BY SELLER AT ITS PRINCIPAL PLACE OF BUSINESS IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. NOTICE OF ACCEPTANCE AND APPROVAL OF THIS CREDIT APPLICATION BY SELLER AT ITS PRINCIPAL PLACE OF BUSINESS IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, IS HEREBY WAIVED.

YOU ARE HEREBY AUTHORIZED TO CONTACT ANY AND ALL OF THE ABOVE FIRMS REGARDING OUR CREDIT.

SIGNED _____ FULL NAME OF FIRM SIGNED _____ SIGNATURE, CORPORATE TITLE

PERSONAL GUARANTEE

For consideration of credit extended to _____, by seller, it is hereby agreed that a personal guarantee, guaranteeing the indebtedness of credit from and after this date thereto, shall be in effect herewith by the undersigned. The undersigned further agrees that this guarantee shall not be impaired by any modification, release, or alteration. Guarantors further agree to waive rights to require seller to proceed against the purchaser corporation.

It is further agreed by and between seller and guarantor(s) that each and all of the terms and conditions set forth hereinabove in the term agreement and application for credit shall apply hereto.

It is further agreed, that guarantor will attach a copy of his present financial statement to this application.

DATED: _____ SIGNATURE, CORPORATE TITLE _____

DATED: _____ SIGNATURE, CORPORATE TITLE _____