

CONTINUING GUARANTY (UNLIMITED)

GUARANTEE, For value received, and to induce Vista Food Exchange, Inc. to extend credit and make sales of meat and/or meat products to _____ (“Customer”), the undersigned, jointly and severally, guarantee(s) payment of and promise(s) to pay or cause to be paid to Vista Food Exchange, Inc. all debts, obligations, and liabilities of every kind and description, whether of the same or of a different nature arising out of credit previously granted, credit contemporaneously granted or credit granted in the future by Vista Food Exchange, Inc. to Customer (the “Obligations”) whenever and Obligation or any part is due, including interest and all costs, expenses and fees at any time paid or incurred in endeavoring to collect all or part of the Obligations, or to realize upon this Guaranty.

Notice of the acceptance of this Guaranty, the creation or nonpayment of any Obligations, proceedings to collect from Customer or anyone else, and all diligence of collection, presentment, demand, notice and protest of every kind are hereby waived. Litigation of all kinds arising from transactions subject of this guaranty shall be subject to venue in the state and county of New York. New York law shall apply.

This is a continuing guaranty, which shall not be revoked by death, and continues in force as to all Obligations contracted or incurred before Vista Food Exchange, Inc. receives written notice of its revocation.

This guaranty benefits Vista Food Exchange, Inc., its successors and assigns, and binds the undersigned, their respective heirs, personal representatives, successors and assigns.

The undersigned acknowledge(s) this continuing guaranty is being signed in a personal, rather than corporate capacity.

Signed on _____ at _____
(date) *(time)*

All verifications are made in writing and can take 10-14 days. Will COD shipments be acceptable until credit is approved?

_____ Yes _____ No

Applicant warrants the statements in the application as true and complete, and is for the purpose of establishing an open account line of credit. Vista Food Exchange, Inc. is hereby authorized to obtain any information from any source concerning the statements in the application considered necessary.

It is understood and agreed that all charges are to be paid at the remittance address as stated on our invoices. **TERMS ARE NET 7 DAYS UNLESS OTHERWISE ESTABLISHED.** All deliveries are net 7 days. Customer is subject to collection and or legal action if any sum is not paid on or before this subject due date thereof. This guaranty shall not be subject to any setoff or any counterclaim. This guaranty shall be binding if signed in facsimile form.

(Signature of Guarantor)

(Signature of Guarantor)

(Print name)

(Print name)

(Date)

(Date)