

CONTINUING GUARANTY

GUARANTY. For value received, the receipt and sufficiency of which are hereby acknowledged, and to induce V. Marchese Inc. and/or Cut Fresh, LLC, with offices at 600 S. Jake Marchese Way, Milwaukee, Wisconsin (separately or collectively herein referred to as “**Creditor**”), at its option, at any time or from time to time, to extend or continue credit or other financial accommodations now or in the future to _____ (the “**Debtor**”), or to engage in any other transactions with the Debtor, the undersigned [insert name of guarantor] _____ (herein referred to as “**Guarantor**”) hereby absolutely and unconditionally jointly and severally guarantees to Creditor the payment of the Obligations defined below when due (whether at maturity or by reason of acceleration or otherwise) or, to the extent not prohibited by law, at the time the Debtor or Guarantor dissolve, become insolvent, or become the subject of bankruptcy or other insolvency proceedings.

As used herein, the term “Obligations” shall mean any and all credit, loans, drafts, checks, notes and all other debts, obligations and liabilities of every kind and description owing by the Debtor to Creditor, whether direct or indirect, absolute or contingent, liquidated or unliquidated, whether of the same or of a different nature, whether existing now or in the future, including without limitation debts, obligations and liabilities arising out of any credit previously granted, credit contemporaneously granted or credit granted in the future by Creditor to the Debtor, to the Debtor and another, or to another guaranteed or endorsed by the Debtor. The term “Obligations” also includes interest and charges and the amount of payments made to Creditor or another by or on behalf of the Debtor which are recovered from Creditor by a trustee, receiver, creditor or other party pursuant to applicable federal or state law. In the event this Guaranty is placed for collection, Guarantor agrees to pay to Creditor collection costs and attorney fees of not less than 25% of the amount of the Obligations then due and owing by the Debtor to Creditor. To the extent not prohibited by law, this Guaranty is valid and enforceable against Guarantor even though any Obligations are invalid or unenforceable against the Debtor.

WAIVER. To the extent not prohibited by law, Guarantor expressly waives notice of the acceptance of this Guaranty, the creation of any present or future Obligations, default under any Obligations, proceedings to collect from the Debtor or any other obligor, all diligence of collection and presentment, demand, notice and protest and any right to disclosures from Creditor regarding the financial condition of the Debtor or other guarantor of the Obligations or the enforceability of the Obligations. Guarantor waives any and all defenses, claims and discharges of the Debtor, or any obligor, pertaining to any Obligations, except the defense of discharge by payment in full.

SUBORDINATION. Guarantor acknowledges and agrees that any and all debts or other obligations of the Debtor to Guarantor, whether now existing or arising in the future, are and shall be subordinate to the Obligations of the Debtor to Creditor and that all sums collected by Guarantor from the Debtor shall be held in trust for Creditor. No claim, including a claim for contribution or subrogation, which Guarantor may have against a co-guarantor of any of the Obligations or against Debtor shall be enforced nor any payment accepted until the Obligations are paid in full and no payments to or collections by Creditor are subject to any right of recovery.

CONSENT. Guarantor acknowledges and agrees that this is a guaranty of payment and not of collection and Guarantor expressly waives any right to require that any action be brought against the Debtor or a co-guarantor or to require that resort be had to any security in favor of the Debtor, or Guarantor or to any other right or remedy that might be available to Creditor. With respect to any of the Obligations, Creditor may from time to time before or after revocation of the Guaranty without notice to Guarantor and without affecting the liability of Guarantor (a) release or agree not to sue the Debtor, any guarantor or other obligor, (b) fail to realize upon any of the Obligations or to proceed against the Debtor or any guarantor or surety, (c) renew or extend the time of payment, (d) increase or decrease the rate of interest or the amount of the Obligations, (e) determine the allocation and application of payments and credits and accept partial payments, (i) determine what, if anything, may at any time be done with reference to any security or collateral, and (j) settle or compromise the amount due or owing or claimed to be due or owing. Guarantor also expressly consents to and waives notice of all of the above. GUARANTOR SPECIFICALLY ACKNOWLEDGES THAT THIS GUARANTY COVERS EXISTING AND FUTURE OBLIGATIONS OF THE DEBTOR TO CREDITOR REGARDLESS OF THE AMOUNT OF THOSE OBLIGATIONS; THAT CREDITOR CAN MAKE ADDITIONAL EXTENSIONS OF CREDIT OR OTHER FINANCIAL ACCOMODATIONS TO THE DEBTOR WITHOUT NOTIFYING GUARANTOR; AND THAT CREDITOR CAN DEMAND PAYMENT FROM AND IMPOSE LIABILITY ON GUARANTOR WITHOUT FIRST TRYING TO COLLECT FROM THE DEBTOR OR ANY OTHER GUARANTOR.

REPRESENTATIONS. Guarantor acknowledges and agrees that Creditor (a) has not made any representations or warranties with respect to, (b) does not assume any responsibility to Guarantor for, and (c) has no duty to provide information to Guarantor regarding, the enforceability of any of the Obligations or the financial condition of the Debtor or any guarantor. Guarantor has independently determined the credit worthiness of the Debtor and the enforceability of the Obligations and until the Obligations are paid in full will independently and without reliance on Creditor continue to make such determinations. Guarantor specifically relieves Creditor of any duty, obligation or responsibility of any nature whatsoever to advise Guarantor of any change in the Debtor's financial condition.

Revocation. This is a continuing guaranty and shall remain in full force and effect until 30 days after Creditor receives written notice (delivered by Certified Mail to or personal service on Creditor's "Credit Manager" at the address for Creditor set forth above) of its revocation signed by the Guarantor. After expiration of the 30-day notice period, this Guaranty shall still continue in full force and effect as to Obligations contracted for or incurred before expiration, and as to them Creditor shall have the rights provided by this Guaranty as if no revocation had occurred. Obligations contracted for or incurred before revocation shall also include credit extended after revocation pursuant to commitments made before revocation.

WAIVER OF JURY TRIAL. GUARANTOR HEREBY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS GUARANTY, ALL DOCUMENTS RELATING TO THIS GUARANTY, THE OBLIGATIONS HEREUNDER OR ANY TRANSACTION ARISING HEREFROM OR CONNECTED HERETO. GUARANTOR REPRESENTS TO CREDITOR THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.

GOVERNING LAW. The validity, construction and enforcement of this Guaranty are governed by the internal laws of Wisconsin, without giving any effect to conflicts of law principals. If any term or provision of this Guaranty shall be held invalid, illegal or unenforceable said term or provision shall be deemed not to be a part of this Guaranty.

VENUE AND JURISDICTION. Guarantor consents that venue for any legal proceeding relating to the collection of this Guaranty shall be, at Creditor's option, in a state or federal court located in Milwaukee County, Wisconsin, and waives any objection based on forum non conveniens; and Guarantor hereby consents to and submits to the personal and subject matter jurisdiction of said courts. Nothing herein will limit Creditor's right to bring proceedings against Guarantor in competent courts of any other jurisdiction or jurisdictions.

ENTIRE AGREEMENT. This Guaranty is intended by Guarantor as a final expression of this Guaranty and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Guaranty. This Guaranty may not be supplemented or modified except in writing signed by Creditor.

PERSON BOUND. This Guaranty benefits Creditor, its successors and assigns, and binds Guarantor, and Guarantor's representatives, successors and assigns.

Dated: _____

GUARANTOR: X _____
Print name:

Address: _____
Street, City, State, Zip Code

PURPOSE AND CONSENT. If Guarantor is married, Guarantor hereby represents that this obligation is incurred in the interest of his/her marriage or family.

X _____
(married Guarantor sign above)

V. MARCHESE INC. and CUT FRESH, LLC

APPLICATION FOR CREDIT, Dated as of _____, 20__

Must be completed, signed and returned to:

V. MARCHESE INC. / CUT FRESH, LLC
Via email: info@vmarchese.com or
Via fax: 414.289.0833 or
Via mail: 600 S. Jake Marchese Way
Milwaukee, WI 53204
Attn: Credit Department

(Print Sales Representative's name above)

Questions? Call: 414.289.0995

TO OBTAIN CREDIT FROM CREDITOR, CUSTOMER AGREES TO THE TERMS SET FORTH BELOW AND TO CREDITOR'S USUAL TERMS AND CONDITIONS OF SALE AS PROMULGATED AND AMENDED BY CREDITOR FROM TIME TO TIME; AND CUSTOMER REPRESENTS AND STATES THE FOLLOWING, AND AUTHORIZES RELEASE OF ANY INFORMATION PERTAINING TO CUSTOMER'S FINANCIAL CONDITIONS FROM ANY THIRD PARTIES WHICH MAY VERIFY SAME:

"CREDITOR" is V. Marchese Inc., Cut Fresh, LLC and their subsidiaries and affiliates and successor and assigns.

"CUSTOMER" is _____ Telephone # _____
(Business Name) Fax # _____
Address: _____ Email _____
Tax Exempt # _____

1. CUSTOMER is a (check one box where appropriate and provide information):

- SOLE OWNER/SOLE PROPRIETOR PARTNERSHIP CORPORATION LIMITED LIABILITY COMPANY

FEIN # _____

State of Organization _____

OWNER/OFFICER INFORMATION:

Name: _____

Title: _____
(e.g. Sole Owner/General Partner/President/Vice President/LLC Member/LLC Manager)

Home Address _____ Cell Phone # _____

_____ Social Sec. # _____

Driver's License # _____

Email: _____

Name: _____

Title: _____
(e.g. Sole Owner/General Partner/President/Vice President/LLC Member/LLC Manager)

Home Address _____ Cell Phone # _____

_____ Social Sec. # _____

Driver's License # _____

Email: _____

(Other Owners/Officers/Members/Managers – Attach List)

2. THIS CREDIT APPLICATION MAY BE EXECUTED IN ONE OR MORE COUNTERPARTS, ALL OF WHICH SHALL CONSTITUTE ONE AND THE SAME DOCUMENT. SIGNATURES TRANSMITTED BY FACSIMILIE, EMAIL OR OTHER ELECTRONIC MEANS SHALL BE DEEMED TO BE ORIGINAL SIGNATURES.

[CUSTOMER'S AGREEMENT CONTINUES ON THE NEXT PAGE]

3. ALL GOODS RECEIVED FROM CREDITOR MUST BE IMMEDIATELY INSPECTED UPON RECEIPT BY CUSTOMER AND IF ANY OF SUCH GOODS ARE NOT ACCEPTABLE TO CUSTOMER FOR ANY REASON, CUSTOMER MUST IMMEDIATELY NOTIFY CREDITOR'S CREDIT MANAGER AT THE STREET ADDRESS, FAX NUMBER OR EMAIL ADDRESS SET FORTH ABOVE OF CUSTOMER'S OBJECTION TO THE QUALITY OR QUANTITY OF SAID GOODS. IF CUSTOMER DOES NOT IMMEDIATELY NOTIFY CREDITOR IN WRITING OF CUSTOMER'S OBJECTION(S), CUSTOMER WAIVES ALL CLAIMS AGAINST CREDITOR INCLUDING, WITHOUT LIMITATION, CLAIMS FOR SHORTAGES OR DEFECTS IN THE GOODS DELIVERED.
4. CUSTOMER AGREES TO PAY TO CREDITOR SERVICE CHARGES OF 1.5% PER MONTH OR THE HIGHEST RATE ALLOWED BY LAW (WHICHEVER IS THE LESSER) FROM THE DUE DATE OF EACH INVOICE TO DATE OF PAYMENT. CUSTOMER AGREES TO PAY TO CREDITOR A RETURNED CHECK FEE OF \$30.00 FOR EACH DISHONORED CUSTOMER CHECK. IN THE EVENT CUSTOMER'S ACCOUNT IS PLACED FOR COLLECTION, CUSTOMER AGREES TO PAY TO CREDITOR COLLECTION AND/OR ATTORNEY FEES OF 25% OF THE AMOUNT OWED. CUSTOMER AGREES: THAT ANY DEALINGS BETWEEN THE PARTIES SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WISCONSIN WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS; THAT VENUE FOR ANY LEGAL PROCEEDINGS TO DETERMINE ANY CONTROVERSY ARISING IN THEIR DEALINGS SHALL, AT CREDITOR'S OPTION, BE IN A STATE COURT OR FEDERAL COURT LOCATED IN MILWAUKEE COUNTY, WISCONSIN; THAT CUSTOMER CONSENTS TO AND SUBMITS TO THE PERSONAL AND SUBJECT MATTER JURISDICTION OF SUCH COURTS; AND THAT NOTHING HEREIN WILL LIMIT CREDITOR'S RIGHT TO BRING PROCEEDINGS AGAINST CUSTOMER IN THE COMPETENT COURTS OF ANY OTHER JURISDICTION OR JURISDICTIONS.
5. **PERSONAL GUARANTY.** IN CONSIDERATION OF CREDITOR EXTENDING CREDIT TO CUSTOMER, THE UNDERSIGNED PERSONALLY AND INDIVIDUALLY GUARANTEE UNCONDITIONALLY FULL AND PROMPT PAYMENT OF PAST, PRESENT AND FUTURE OBLIGATIONS AND TERMS DUE CREDITOR FROM CUSTOMER, AND/OR ANY SUCCESSOR IN INTEREST (CORPORATE OR NON CORPORATE) TO CUSTOMER'S BUSINESS, HEREBY WAIVING NOTICE OF ACCEPTANCE OF THIS GUARANTY, NOTICE OF RENDERING SERVICES AND/OR SALE OF GOODS PROVIDED CUSTOMER BY CREDITOR AND NOTICE OF DEFAULT OR CHANGE OR EXTENSION OF CREDIT TERMS. THE TERM "OBLIGATIONS" AS USED HEREIN ALSO INCLUDES THE AMOUNT OF PAYMENTS MADE TO CREDITOR BY OR ON BEHALF OF CUSTOMER WHICH ARE RECOVERED FROM CREDITOR BY A TRUSTEE, RECEIVER, CREDITOR OR OTHER PARTY PURSUANT TO FEDERAL OR STATE LAW. THE UNDERSIGNED CONSENT TO ANY EXTENSION OF TIME FOR PAYMENT AND ASSERT THAT THIS IS A CONTINUING GUARANTY OF PAYMENT TO CREDITOR UNTIL REVOKED IN A WRITING DELIVERED TO CREDITOR'S CREDIT MANAGER AT CREDITOR'S ADDRESS SET FORTH ABOVE; PROVIDED, HOWEVER, THAT THIS GUARANTY SHALL CONTINUE IN FULL FORCE AND EFFECT AS TO OBLIGATION CONTRACTED FOR OR INCURRED BEFORE SUCH REVOCATION.

ALL OWNERS, PARTNERS, OFFICERS, LLC MEMBERS OR LLC MANAGERS OF CUSTOMER SHOULD SIGN AND BE BOUND PERSONALLY:

(Sign) _____ (Print Name) _____

(Sign) _____ (Print Name) _____

6. BUSINESS REFERENCES; TRADE NAMES; AND OTHER BUSINESS INFORMATION:

BUSINESS BANK ACCOUNT & REFERENCE: _____

ADDRESS OF BANK: _____ Contact Person: _____

Telephone # _____

TOTAL EMPLOYEES OF YOUR BUSINESS: _____ YEAR BUSINESS STARTED: _____

NATURE OF YOUR BUSINESS: _____

FOR TAX EXEMPT CUSTOMERS: We must receive Customer's tax exempt certificate before placement of the order; otherwise the sale may be taxed at the applicable non-exempt tax rate(s).

ACCOUNTS PAYABLE CONTACT: NAME: _____ FAX/EMAIL: _____

CELL PHONE: _____

PAYMENT OPTIONS REQUESTED: CASH CHECK ACH CREDIT CARD

[LIST SHIPPING LOCATIONS, TRADE NAMES AND BUSINESS REFERENCES ON NEXT PAGE]

CUSTOMER
SHIPPING LOCATIONS:

- (1) _____
- (2) _____
- (3) _____
- (4) _____

(IF ADDITIONAL SHIPPING LOCATIONS, ATTACH MULTI LOCATION FORM)

OTHER BUSINESS NAMES
USED BY CUSTOMER:

- (1) _____
- (2) _____

(IF ADDITIONAL TRADE NAMES ATTACH PAGE WITH ADDITIONAL NAMES)

BUSINESS REFERENCES: LIST AT LEAST THREE:

<u>Name</u>	<u>Address</u>	<u>Contact Person and Telephone Number</u>
1) _____	_____	_____
_____	_____	_____
2) _____	_____	_____
_____	_____	_____
3) _____	_____	_____
_____	_____	_____

IMPORTANT: ATTACH CURRENT FINANCIAL STATEMENT OF CUSTOMER

**CREDIT APPLICATION
V. MARCHESE INC / CUT FRESH, LLC**