

Dear Potential Customer.

We are pleased that you have considered Bellissimo Distribution, LLC for your foodservice needs. Please, read the following application and complete in its entirety to avoid delays in your account setup. If filling out electronically; please, ensure that all four worksheet tabs/pages are completed and signed, by hand. If filling out, by hand, be sure to print the entire workbook (all four pages). The four forms are:

Customer Account Application Form Terms and Conditions Personal Guarantee Your State Resale Sales Tax Exemption Certificate

It is necessary that the person financially responsible for the account purchases signs every document. Missing information will hinder your request to establish credit with Bellissimo Distribution, LLC. To help expedite your application; we recommend that you submit the completed application to your Bellissimo sales representative. We thank you in advance for your patience and understanding as the credit approval process may take up to 7 days.

We look forward to serving you soon!

Bellissimo Distribution, LLC. Credit Department

Proudly Doing Business As...







Customer Account Application

BILLING ADDRESS			SHIPPING ADDRESS			
PURCHASER (Legal Business Name)			PURCHASER SHIP-TO			
PURCHASER (DBA or Trade Name)			STREET ADDRESS			
STREET ADDRESS			CITY STATE			
CITY STATE			ZIP		PHONE #	
ZIP	PHONE #		AP CONTACT NAME		AP PHONE :	#
NUMBER OF YEARS IN BUSINESS			AP EMAIL ADDRESS			
NATURE OF BUSINESS						
TYPE OF OWNERSHIP			PARTNERS	HIP PROPRIETOR		NON-PROFIT
PROPERTY		LEAS	SED LANDLORD NAME			
PREFERRED PAYMENT METHOD	Р СН	CHECK		CREDIT CARD (3% fee)	CASH	
REQUESTED TERMS	REQUESTED LIMIT	r]	POTENTIAL WEEKLY SALE	s	FEI	N
THE FOLLOWING PERSONS ARE AUTHORI	ZED TO SIGN CHECKS: (F	Please submit	t a photo ID)			
Name	Date of Birth		Driver's License	¥	State	e
Name	Date of Birth		Driver's License	¥	State	e
PRINCIPAL OWNERS OR OFFICE	ERS					
FIRST NAME			LAST NAME			
TITLE			HOME PHONE # DATE OF BIRTH			
HOME ADDRESS			E-MAIL ADDRESS			
CITY	STATE		SOCIAL SECURITY #			
ZIP CODE	1.1417-04		COMMENTS			
FIRST NAME			LAST NAME			
TITLE			HOME NUMBER		DATE DF B	RTH
HOME ADDRESS			E-MAIL ADDRESS			
CITY ZIP CODE	STATE		SOCIAL SECURITY #			
	· · · · · · · · · · · · · · · · · · ·		COMMENTS			
ROUTE INFORMATION	kalika anal-facisi in shi				an mark 2 - 1 - 1	
BELLISSIMO SALESPERSON NAME			PLEASE LIST PREFERRED DELIVERY DAYS			
REQUESTING A NIGHT ROUTE?			PLEASE LIST PREFERRED DELIVERY TIMES ARE YOU			
IF YES, DO WE NEED A KEY?			PART OF ANY OWNERSHIP GROUPS? IF YES, PLEASE			
PLEASE LIST ANY ALARM CODES			ENTER THE MISC CO	DE		
PRINCIPAL TRADE SUPPLIERS	The second se					
	CONTACT	PHONE NU	MBER	CITY	STATE	ZIP
DANK DEFEDENCE				:		
BANK REFERENCE			PRANCILL COATION	1	DUOUT	4
			BRANCH LOCATION PHONE #			
BANK OFFICER			CHECKING ACCT #			

I hereby authorize our bank(s) to release any information necessary to assist in establishing credit terms to The Food Industry's Clearinghouse. I also acknowledge and agree with the Terms and Conditions set forth on the second page of this application.

Date	Name	Ink Written Signature Required	Title



Customer Account Application

TERMS AND CONDITIONS

The Customer Application ("Application") is made to Bellissimo Distribution, LLC and its direct and indirect subsidiaries (referred to herein alternatively as "Bellissimo" or "Operating Company") for the purpose of including Bellissimo to extend credit accommodations to the applicant hereto ("Purchaser") named below, who agrees to fully comply with all terms and conditions herein. Purchaser further agrees that all purchases from Bellissimo or its agent, employee, or representative on an open account basis also are subject to the following terms and conditions:

1, Extension of Credit. Upon written approval of this Application by Bellissimo or any Operating Company, Bellissimo will extend reasonable credit as appropriate in its sole discretion and, also at its sole discretion, shall have the right to terminate Purchaser's credit privileges at any time without prior notice, except as otherwise provided by law. Purchaser grants Bellissimo a security interest in all inventory of Purchaser now owned or hereafter acquired that is held for sale or lease or held as raw materials, work in progress or materials used in connection with Purchaser's business; all accounts of Purchaser now existing or hereafter at any time acquired; all contract rights of Purchaser now existing or hereafter at any time acquired; all contract rights of Purchaser now existing or hereafter at any time acquired at any time acquired or arising; and all proceeds and products of the foregoing. Purchaser will cooperate in executing any UCC filings related thereto.

2, Business Purposes. Purchaser certifies that this request is for the extension of credit for business purposes only and is not intended for the extension of credit for personal, family or household purposes.

3, Incorporation by Reference. All purchases by Purchaser of goods and/or services from Bellissimo will be made in accordance with the terms and conditions of this Application and any applicable distribution agreement, invoice and/or other relevant documents evidencing Purchaser's obligations to Bellissimo, all of which are incorporated herein by this reference. In the event of any conflict between the terms and conditions of this Application and any applicable distribution agreement, invoice and/or other relevant documents evidencing Purchaser's obligations to Bellissimo, all of which are incorporated herein by this reference. In the event of any conflict between the terms and conditions of this Application shall control.

4, Failure to Pay; Late Charge. The entire outstanding balance due to Bellissimo by Purchaser on all invoices shall become due in full immediately upon the failure by Purchaser to pay any invoice when due. Bellissimo may at any time deduct any Purchaser monetary obligations from any amounts owed to Purchaser by Bellissimo, and to pay only the new sum due, if any. Purchaser agrees to pay a late charge in the amount of 1.5% per month (18% per annum) or the highest rate permitted by law, whichever is less, on any past-due amounts until collected, and Purchaser agrees to pay all costs of collection incurred by Bellissimo, including collections agency and attorney's fees and expenses, should a default in payment or any other obligation of Purchaser to Bellissimo occur.

5, DIshonored Payments; Inactivity Fee. Purchaser agrees to pay a fee of \$32.00, or the highest amount permitted by law, per occurrence for any returned items (checks or ACH) that are dishonored for any reason. Bellissimo reserves the right to impose an inactivity fee of \$25.00 per month against any credit balance presumed abandoned by purchaser. An account is presumed abandoned if there is no activity for one year.

6, Choice of Law; Venue Enforceability. This Application and all transactions between Purchaser and Bellissimo shall be governed by and interpreted in accordance with the laws of the state in which the Operating Company which provided this Application to Purchaser resides, without regard to the conflicts of law provisions thereof, and all actions and proceedings arising from, relating to or in connection with this Application shall be subject to the exclusive jurisdiction of any federal or state court located in that state. All parties agree that proper venue for any action related to this Application of the parties' relationship shall be in any federal court or state court y in which the Operating Company's principal place of business is located. The parties further agree that no forum non conveniens defense shall apply to any such action. If any particular provision of these Terms and Conditions is determined to be unenforceable then the remaining provisions shall continue in full force and effect.

7. Proprietary/Special Orders. If Purchaser ceases doing business with Bellissimo for any reason, Purchaser shall be liable to Bellissimo for all remaining proprietary/special order items purchased for Purchaser by Bellissimo.

8, Assignment; Amendment. Purchaser may not unilaterally assign this Application or any portion hereof without the prior written consent of Bellissimo, which consentmay be withheld at Bellissimo's sole discretion. In the event of a change of control of Purchaser, Purchaser shall notify Bellissimo in writing by certified mail. In such event, Bellissimo may, in its sole discretion, immediately terminate this Agreement and declare all sums immediately due and payable, which sums may be provided from the proceeds of any such transaction; or allow the successor to assume all obligations hereunder in writing, subject to a determination of creditworthiness by Bellissimo, in Bellissimo's sole discretion. In any case, this Application shall be binding upon and inure to the benefit of the respective permitted successors and assigns of the parties hereto. No amendment to, or change, waiver or discharge of, any provision of these Terms and Conditions shall be valid unless in writing and signed by the authorized representative of Bellissimo.

9, Perishable Agricultural Commodities Act. Applicant and Bellissimo agree that for the sale of all products subject to the provisions of 7 U.S.C. Sections 499a through 499t and 7 C.F.R. Section 46.2(u) ("PACA Products"), the terms for payment to Bellissimo for such PACA Products shall be thirty (30) days from date of invoice ("PACA Payment Terms"). Both parties further agree to file and maintain a copy of this agreement in the respective records and that the terms of payment for all PACA Products as agreed in this paragraph will be disclosed on all documents relating to each PACA transaction between the parties in a manner consistent with the terms of this paragraph. The PACA Payment Terms stated in this paragraph shall supersede all other agreements, customs, and practices between these parties relating to the payment terms for PACA Products. For any transactions between the parties involving both PACA Products and non-PACA Products, the PACA Payment Terms shall be used.

10, Compliance with Federal Credit Laws. If this Application is not fully approved or if any other adverse action is taken with respect to Purchaser's credit status with Bellissimo, Purchaser has the right to request within 60 days of Bellissimo's notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within 30 days of said request. To obtain the statement of specific reasons, please contact the credit department of the Operating Company that provided this Application. THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICATIONS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS OR AGE (PROVIDED THAT THE PURCHASER HAS THE CAPACITY TO ENTER INTO A BINDING CONTRACT); BECAUSE AII OR PART OF THE PURCHASERS' INCOME DERIVES FROM ANY PUBLIC ASSISTANCE PROGRAMS; OR BECAUSE THE PURCHASER 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, EQUAL CREDIT OPPORTUNITY, WASHINGTON, D.C. 11, Credit Level; Liability. The approximate initial amount of credit that Purchaser requests shall not be binding upon Bellissimo, nor shall Bellissimo incur any liability by granting, reducing, increasing or refusing such amount. Purchaser ecognizes that any credit requested or approved is not a limitation of liability, and Purchaser expressly agrees that it will be responsible for all goods and/or services or refusing such amount.

12, CertIfication; Authorization. Purchaser hereby certifies that the information furnished under this Application, and any other financial statements furnished in connection herewith, is true and correct and that this Information is being provided to Bellissimo for the purpose of including Bellissimo to extend credit to Purchaser, and Purchaser understands and acknowledges that Bellissimo shall reasonably rely upon such information. Purchaser authorizes Bellissimo to investigate all references furnished pertaining to the credit and financial responsibility of Purchaser. Purchaser understands and agrees to be bound by the above terms and all invoices and other documents furnished by Bellissimo form time to time, all of which are incorporated herein by reference, and agrees to advise Bellissimo of any material change in the Information provided herein, including but not limited to, change of address or telephone number. Purchaser in all events shall notify Bellissimo in writing by certified mall of any changes of ownership of Purchaser. Purchaser understands that Bellissimo will retain this Application whether or not it is approved.

13, Original Document. Any reproduction of this Customer Application by reliable means will be considered an original.

14, Limitation of Liability. Bellissimo and Purchaser agree that neither party shall in any event be liable to the other party or its respective subsidiaries, affiliates, franchisees or operators for any type of consequential or punitive damages such as, but not limited to, loss of anticipated profits or business opportunity.

15, The undersigned hereby consent(s) to Bellissimo, its divisions and/or subsidiaries use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s) and/or guarantor(s) in connection with the extension of business credit as contemplated by this credit application.

The undersigned hereby authorize(s) Bellissimo, its divisions and/or subsidiaries to utilize a consumer credit report on the Undersigned from time to time in connection with the extension or communication of the business credit represented by this credit application

The undersigned, as (an) individual(s), hereby knowingly consent to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15U.S.C. @ 1618 et seq.

	- Martin			
Date	APPLICANT ("Purchaser") (Legal Business Name)	PRINTED NAME (Authorized Agent of Purchaser)	INK WRITTEN SIGNATURE REQUIRED	



Customer Account Application

PERSONAL GUARANTEE TO BELLISSIMO DISTRIBUTION, LLC

FOR AND IN CONSIDERATION OF and as an inducement for Bellissimo Distribution, LLC and its direct and indirect subsidiaries (referred to herein alternatively as " Bellissimo" or "Operating Company") to extend credit on an open account to Purchaser, the party identified in this Customer Application, the undersigned guarantor ("Guarantor") hereby personally, and not as an agent of Purchaser, guarantees prompt payment of any and all indebtedness owing to Bellissimo by Purchaser on said open account, whether now existing or hereafter incurred. This Guarantee is absolute and continuing in nature until terminated by the written notice of Guarantor to Bellissimo, sent certified mail, return receipt requested, to: Accounts Receivable, *c/o* Credit Manager, 1550 Hecht Road, Bartlett, Illinois 60103. Any termination of this Guarantee shall not terminate Guarantor's liability for any and all indebtedness incurred prior to the effective date of termination. All information and terms and conditions appearing in the Customer Application, which is executed contemporaneously herewith, and hereby incorporated into this Guarantee by reference, including, but not limited to terms pertaining to interest charges, collection agency fees, attorneys' fees and terms of credit. GUARANTOR HAS READ AND UNDERSTANDS ALL OF THE PRINTED, TYPED AND HANDWRITTEN LANGUAGE APPEARING ON ALL PAGES OF THIS FIVE (5) PAGE DOCUMENT AND ACKNOWLEDGES THAT NO ESSENTIAL TERMS ARE OMITTED. Guarantor expressly waives notice from Bellissimo of acceptance and reliance on this Guarantee, notice of sales made to Purchaser and notice of any such modification or renewal. In the event of any default by Purchaser of its obligations, Bellissimo may proceed directly against Guarantor to enforce its rights, without proceeding against Purchaser or exhausting any other remediess Bellissimo may have. This personal guarantee shall be binding upon Guarantor, its heirs, successors, representatives and assigns, and shall inure to the benefit of Bellissimo, its successors and as

The undersigned consents to Bellissimo obtaining a consumer credit report on Guarantor for the purpose of evaluating the credit worthiness of Guarantor in connection with an application for business credit.

In the event more than one person executed this Guarantee, the obligations of each guarantor shall be joint and several and, all references to the singular herein shall be construed to include the plural. The Guarantor(s) execute(s) this Guarantee on his or her own personal behalf, and not in any other capacity regardless of how Guarantor may characterize itself below.

DATE	PRINTED NAME OF GUARANTOR	INK WRITTEN SIGNATURE OF GUARANTOR REQUIRED			SOCIAL SECURITY NUMBER
HOME ADDRESS	en di seria	СІТҮ	STATE	ZIP	PHONE NUMBER
DATE	PRINTED NAME OF WITNESS	WITNESS SIGNATURE		PHONE NUMBER	

DATE	PRINTED NAME OF GUARANTOR	INK WRITTEN SIGNATURE OF GUARANTOR REQUIRED			SOCIAL SECURITY NUMBER
HOME ADDRESS		СІТҮ	STATE	ZIP	PHONE NUMBER
DATE	PRINTED NAME OF WITNESS	WITNESS SIGNATURE		PHONE NUMBER	

DATE	PRINTED NAME OF GUARANTOR		N SIGNATURE OF GUARA	SOCIAL SECURITY NUMBER	
HOME ADDRESS		CITY	STATE	ZIP	PHONE NUMBER
DATE	PRINTED NAME OF WITNESS	WITNESS SIG	WITNESS SIGNATURE		PHONE NUMBER

DATE	PRINTED NAME OF GUARANTOR	INK WRITTEN SIGNATURE OF GUARANTOR REQUIRED			SOCIAL SECURITY NUMBER
34.30					
HOME ADDRESS		CITY	STATE	ZIP	PHONE NUMBER
				224 A 22 A	
DATE	PRINTED NAME OF WITNESS	WITNESS SIGNATURE		PHONE NUMBER	

Step 1: Identify the seller

1	Name RFD CHICAGO			
2	Business address 3348 S	PULASKI R	D UNIT C	
	CHICAGO	TIL	60623	
	City	State	Zip	

Step 2: Identify the purchaser

3	Name			
4	Business address			
	City	State	Zip	

5 Complete the information below. Check only one box.

Department of Revenue.

	Account ID number		
The purchaser is registered as a reseller with the Illinois Department of Revenue.			
	Resale number		
The purchaser is authorized to	do business out-of-state and will		

resell and deliver property only to purchasers located outside the state of Illinois. See Line 5 instructions.

Note: It is the seller's responsibility to verify that the purchaser's <u>Illinois</u> account ID or <u>Illinois</u> resale number is valid and active. You can confirm this by visiting our web site at tax.illinois.gov and using the Verify a Registered Business tool.

General information

When is a Certificate of Resale required?

Generally, a Certificate of Resale is required for proof that no tax is due on any sale that is made tax-free as a sale for resale. The purchaser, at the seller's request, must provide the information that is needed to complete this certificate.

Who keeps the Certificate of Resale?

The seller must keep the certificate. We may request it as proof that no tax was due on the sale of the specified property.

Do not mail the certificate to us.

Can other forms be used?

Yes. You can use other forms or statements in place of this certificate but whatever you use as proof that a sale was made for resale must contain

- the seller's name and address;
- the purchaser's name and address;
- a description of the property being purchased;
- a statement that the property is being purchased for resale;
- · the purchaser's signature and date of signing; and
- either an <u>Illinois</u> account ID number, an <u>Illinois</u> resale number, or a certification of resale to an out-of-state purchaser.

Note: A purchase order signed by the purchaser may be used as a Certificate of Resale if it contains all of the above required info.

CRT-61 (R-12/10) IL-492-3850

Step 3: Describe the property

6 Describe the property that is being purchased for resale or list the invoice number and date of purchase. FOOD RELATED ITEMS, TO-GO DISPOSABLES FOOD & BEVERAGE FOR RESALE

Step 4: Complete the blanket certificates

7 Complete the information below. Check only one box.

- I am the identified purchaser, and I certify that all of the purchases that I make from this seller are for resale.
 - I am the identified purchaser, and I certify that the
- following percentage of all purchases that I make from this seller are for resale.



Step 5: Purchaser's signature

I certify that I am purchasing the property described in Step 3 from the stated seller for the purchase of resale.

Purchaser's signature

Date

When is a blanket certificate of resale used?

The purchaser may provide a blanket certificate of resale to any seller from whom all purchases made are sales for resale. A blanket certificate can also specify that a percentage of the purchases made from the identified seller will be for resale. In either instance, blanket certificates should be kept up-to-date. If a specified percentage changes, a new certificate should be provided. Otherwise, all certificates should be updated at least every three years.

Specific instructions

Step 1: Identify the seller

Lines 1 and 2 Write the seller's name and mailing address. Step 2: Identify the purchaser

Lines 3 and 4 Write the purchaser's name and mailing address. Line 5 Check the statement that applies to the purchaser's business, and provide any additional requested information.

Note: A statement by the purchaser that property will be sold for resale will not be accepted by the department without supporting evidence (e.g., proof of out-of-state registration).

Step 3: Describe the property

Line 6 On the lines provided, briefly describe the tangible personal property that was purchased for resale or list the invoice number and date of purchase.

Step 4: Complete for blanket certificates

Line 7 The purchaser must check the statement that applies, and provide any additional requested information.

Step 5: Purchaser's signature

The purchaser must sign and date the form.