Sutherland's FOODSERVICE SINCE 1947

State Farmers Market, Building K
P.O. Box 786
Forest Park, GA 30298-0786

1. ALL SECTIONS MUST BE FILLED IN COMPLETELY.
2. APPLICATION MUST BE SIGNED BY AN AUTHORIZED PARTY.
3. SALES TAX EXEMPTION CERTIFICATE MUST BE COMPLETED AND SIGNED OR TAXES WILL BE APPLIED TO INVOICES.

TYPE OF OWNERSHIP

___ SOLE PROPRIETORSHIP __ FRANCHISE __ LIMITED PARTNERSHIP: GENERAL PARTER'S NAME_____
CORPORATE NAME:_____ADDRESS_____HOW LONG AT CURRENT ADDRESS_____
PREVIOUS ADDRESS & HOW LONG_____

NUMBER OF YEARS IN BUSINESS_____ YEARS AT LOCATION_____ CURRENT OWNER SINCE_____
PROPERTY IS OWNED_____ PROPERTY IS LEASED_____ LANDLORD_____

GENERAL INFORMATION

FEDERAL ID NO.:_____

TAX ID NO: _____ **(ATTACH TAX EXEMPTION CERTIFICATE OR TAXES WILL BE APPLIED TO INVOICES)**

SHIP TO: _____
COMPANY NAME **D/B/A**

_____
ADDRESS **CITY / STATE / ZIP**

BILL TO: _____
COMPANY NAME **D/B/A**

_____
ADDRESS **CITY / STATE / ZIP**

PHONE NO.: BILL TO-( ) _____ **FAX NO.: BILL TO-( )** _____

PHONE NO.: SHIP TO-( ) _____ **FAX NO.: SHIP TO-( )** _____

PRINCIPAL OWNERS OR OFFICERS	
NAME:	NAME:
TITLE:	TITLE:
HOME ADDRESS:	HOME ADDRESS:
CITY/ STATE/ ZIP:	CITY/ STATE/ ZIP:
HOME PHONE NO.:	HOME PHONE NO.:
SOCIAL SECURITY NO.:	SOCIAL SECURITY NO.:
CLOSEST RELATIVE (NAME, ADDRESS, RELATIONSHIP & PHONE NUMBER):	

TRADE REFERENCES (FOOD & EQUIPMENT VENDORS)		
NAME:	ADDRESS:	PHONE NO.:
NAME:	ADDRESS:	PHONE NO.:
NAME:	ADDRESS:	PHONE NO.:

ACCOUNTS PAYABLE			
Contact:	Title:	Phone No.:	Fax No.:

BANK REFERENCE		
BANK NAME:	BRANCH (INCLUDING CITY & STATE):	PHONE NO.:
BANK OFFICER:	CHECKING ACCOUNT NO.:	LOAN ACCOUNT NO.:

TERMS AGREEMENT

The undersigned ("Purchaser") agrees that all purchases made by Purchaser or by any person representing himself to be an agent, employee or representative of the Purchaser, from Sutherland's Foodservice, Inc. or any of its subsidiaries and affiliated entities ("Seller") are subject to the following terms and conditions:

1. All amounts due for goods and services purchased from Seller are payable at the Seller's distribution facility in Atlanta, Georgia. Purchaser acknowledges that such amounts are not payable in installments, but payable in full as stated herein.
2. All amounts due Seller are payable in accordance with the payment terms granted by Seller's credit department., If any amount due Seller is not paid in accordance with such payment terms, a delinquency charge shall be added to the sum due which charge shall equal the amount obtained by multiplying the delinquent balance by the lesser of (a) one and one-half percent (1 ½ %) per month or (b) the maximum lawful rate permitted to be charged under the applicable state's law. The accrual or payment of interest does not authorize the customer to defer payment of any indebtedness beyond the credit terms stated herein.
3. Purchaser shall pay Seller a service charge in an amount equal to $50.00 per check for all checks returned by Purchaser's bank: provided, however, that such service charge shall not be due and payable in the event such payment would result in the violation of the usury laws of the applicable jurisdiction.
4. In the event the account is turned over to an attorney or other agency for collection, or suit is brought on same, or the same is collected through and judicial proceeding whatsoever, Purchaser shall pay attorney's fee of 15% of the obligation outstanding or the maximum allowable by law, and all court cost incurred by Seller.
5. Purchaser shall notify Seller by certified mail of any change of ownership of Purchaser. Purchaser warrants to Seller that all financial information furnished for the purpose of obtaining credit is true, correct and complete in all material respects and Purchaser authorizes Seller to investigate all references pertaining to the credit and financial responsibility of Purchaser.
6. The parties hereby agree that any litigation involving this agreement, or any sales made by Seller to the Purchaser, shall be litigated in the State Court of Clayton County, Jonesboro, Georgia, and all parties hereby waive any defenses of jurisdiction which may now exist or exist hereafter.

"PURCHASER"

X_____

(Type or Print Name of Purchaser)

Printed Name: _____

Title: _____

INDIVIDUAL PERSONAL GUARANTY

I, _____. for and in consideration of your extending credit at my request to _____ (the "Company"), personally guarantee prompt payment of any obligation of the Company to Sutherland's Foodservice, Inc. (the "Seller"), whether now existing or hereinafter incurred, and I further agree to bind myself to pay on demand any sum which is due by the Company to Seller whenever the Company fails to pay same. It is understood that this guaranty shall be absolute, continuing and irrevocable guaranty for such indebtedness of the Company.

I expressly waive presentment, demand, protest, dishonor, diligence, notice of default or nonpayment, notice of acceptance of this guaranty, notice of extending of any guaranteed indebtedness already or hereafter contracted for by the Company, notice of any modification or renewal of any credit agreement evidencing the indebtedness hereby guaranteed, notice of any renewal or extension of such indebtedness, and I expressly consent to any modification or renewal of any agreement evidencing the indebtedness hereby guaranteed and to all renewals or extensions of such indebtedness from the Company or any other party liable for such indebtedness.

If the guaranteed indebtedness is not paid by me when due, and this guaranty is placed in the hands of an attorney for collection, or suit is brought hereon, or it is enforced through any judicial proceeding whatsoever, I shall pay a reasonable attorney's fee of 15% of the obligation outstanding and all court costs incurred by Seller.

In the event more than one party executes this Guaranty as a guarantor, then each guarantor agrees to jointly and severally liable for the guaranteed indebtedness, and, in all instances here, the singular shall be construed to include the plural.

X_____

Guarantor

X_____

Witness

Date: _____

Printed Name: _____

Social Security No._____

Drivers License No. _____

Address: _____

_____

ST-5M (06/2008)

STATE OF GEORGIA
DEPARTMENT OF REVENUE
SALES AND USE TAX CERTIFICATION OF EXEMPTION
GEORGIA MANUFACTURERS

To: SUTHERLAND'S FOODSERVICE, INC.
STATE FARMERS MARKET - BUILDING "K"
(SUPPLIER)
P.O. BOX 786
FOREST PARK, GEORGIA 30298
404-366-8550
(ADDRESS)

_____ 20_____
(DATE)

THE UNDERSIGNED HEREBY CERTIFIES that all tangible personal property purchased after this date will be purchased for the purpose indicated, unless otherwise specified on each order, and that this certificate shall remain in effect until revoked in writing. Any tangible personal property obtained under this certificate of exemption is subject to the sales and use tax if it is used or consumed by the purchaser in any manner other than indicated on this certificate. Check proper box:

[ ] 1. Materials for further processing, manufacture or conversion into articles of tangible personal property for resale which will become a component part of the property for sale. **O.C.G.A. § 48-8-3(35)(A)(i).**

[ ] 2. Materials coated upon or impregnated into the product at any stage of its processing, manufacture or conversion. Materials do not have to become a component part of the property for sale. **O.C.G.A. § 48-8-3(35)(A)(ii).**

[ ] 3. Direct Pay Permit authorized under Revenue Rule 560-12-1-.16. The holder of a Direct Pay Permit must pay the 3% Second Motor Fuel Tax to suppliers on purchases of gasoline and other motor fuel used for over the road purposes. A copy of the taxpayer's Direct Pay Permit, as issued by the Georgia Department of Revenue, must accompany this certificate.

[ ] 4. Non-returnable materials used for packaging tangible personal property for shipment or sale. Containers or other packaging materials purchased for reuse are not exempt. **O.C.G.A. § 48-8-3(35)(A)(iii).**

[ ] 5. Machinery used directly in the manufacture of tangible personal property for sale purchased or leased as additional, replacement or upgrade machinery to be placed into an existing plant in this State. **O.C.G.A. § 48-8-3(34)(A)(C).**

[ ] 6. Components used to upgrade machinery used directly in the manufacture of tangible personal property. **O.C.G.A. § 48-8-3(34)(A).**

[ ] 7. Parts, molds, dies, bits, tooling, and machinery clothing purchased for use on machinery used directly in the manufacture of tangible personal property in a manufacturing plant presently existing in this state will be exempt up to the sales price of $150,000 for each item. **O.C.G.A. § 48-8-3(34.3).**

[ ] 8. For the period July 1, 2008 through December 31, 2010, natural or artificial gas, No. 2 fuel oil, No. 6 fuel oil, propane, petroleum coke, coal, and the fuel cost recovery component of retail electric rates used directly or indirectly in the manufacture or processing, in a manufacturing plant located in this state, of tangible personal property primarily for resale, to the extent the applicable price threshold set forth in O.C.G.A. § 48-8-3(70.1) is exceeded. **This exemption does not apply to local sales and use taxes.**

I declare, under penalties of false swearing, that this certificate has been examined by me and to the best of my knowledge and belief is true and correct, made in good faith, pursuant to the sales and use tax laws of the State of Georgia.

_____ _____
(PURCHASER'S NAME) (CERTIFICATE OF REGISTRATION NO.)

_____
(ADDRESS)

By _____ Title _____
(SIGNATURE/PRINT NAME) (OWNER, PARTNER, OFFICIAL)

A supplier is required to have only one certificate of exemption form on file from each purchaser buying tax exempt. The supplier must exercise ordinary care to determine that the tangible personal property obtained under this certificate is for the purpose indicated. Manufacturers may not extend a Certificate of Exemption to a contractor under the above referenced sections. A supplier cannot accept a Certificate of Registration number bearing a "214" prefix since this was issued to a Contractor which has been deemed to be the consumer and is required to pay the tax at the time of purchase.

Sutherland's
FOODSERVICE SINCE 1947

DRIVER LICENSE'S INFO

****In lieu of driver license's copy please complete this form if you will be paying with a check for products purchased from Sutherland's Foodservice, Inc. ****

DL#:_____

Name: _____

Address:

_____

_____

_____

Sex: M / F Birthday: / /

Height: ___-__ Weight: ____lbs Expires: _____

CUSTOMER SHIPPING PROFILE

CUSTOMER NAME: _____

CONTACT NAME: _____

CONTACT NUMBER: _____

DIRECTIONS:

PRODUCT SPECIFIICATIONS:

PREFERED DAYS/TIMES

HEIGHT RESTRICTIONS

Please check one:

☐ Driver Unload ☐Jack Unload

☐ Dock ☐ Roll In

☐ Deliver to back door ☐ Deliver to shelves

☐ Driver needs to rotate product ☐ Does not need to rotate product

State Farmer's Market * Building K * Forest Park, GA*30297
Phone Number: 404/366-8550x257 * Fax Number: 404/366-8599 or 404/361-1763

Sutherland's Foodservice, Inc. USE ONLY

TO BE COMPLETED BY SALESPERSON:

TERMS REQUESTED: _____COD/CASH ONLY _____NET7 _____NET 14 _____NET21 _____NET30

METHOD OF PAYMENT: _____MAIL _____SALESPERSON PICKUP _____DRIVER PICKUP

TAX EXEMPT: _____YES (IF YES ATTACH COMPLETED EXEMPTION FORM) ____ NO
_____PENDING (CUSTOMER WILL BE TAXABLE UNTIL PAPER WORK IS COMPLETED AND TURNED IN)

IS COMPANY PART OF A CHAIN/CORPORATION: ____NO ____YES
IF SO, WHICH ONE
_____

ANTICIPATED FIRST DELIVERY DATE: _____

CIRCLE DELIVERY DAYS REQUESTED M T W TH F S TIME WINDOW FROM_____ TO_____
FROM_____ TO_____

SPECIAL
INSTRUCTIONS_____
_____
_____
_____
_____

SALESPERSON'S NAME: _____
SALESPERSON'S NUMBER:_____

SALES REPRESENTATIVE SIGNATURE: _____

TO BE COMPLETED BY ACCOUNTING

TYPE OF ACCOUNT: _____

CUSTOMER NUMBER: _____

CREDIT LIMIT APPROVED: $_____ TERMS: _____

ACCOUNTING SIGNATURE: _____