



CREDIT APPLICATION AND AGREEMENT

Please print or type all information

17201 W. 113th St.
Lenexa, KS 66219
Office: (913) 894-8787
Fax: (913) 894-4005

This Credit Application and Agreement (the "Credit Application") with REGAL DISTRIBUTING ("REGAL") consists of Parts I and II. Part I must be completed in its entirety by the Applicant.

PART I OF CREDIT APPLICATION

Applicant Name _____ ("Applicant") Trade Name or D/B/A if Other than Applicant Name _____ Billing Address _____ City, State, Zip+4 _____ County _____	Corporation <input type="checkbox"/> Sub S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Franchise <input type="checkbox"/> Limited Liability ("LLC") <input type="checkbox"/> Phone No: () _____ Street Address _____ (if different from billing address) City, State, Zip _____ If Branch, Home Office Address _____
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(Note: If Applicant is a corporation, LLC or partnership, and individual guaranty must be signed)

Purchasing _____	Phone: _____	
Accounts Payable _____	Phone: _____	Email: _____
Type of Business _____	Month/Year Business Started _____	
Applicant Federal ID# _____	D&B# _____	Credit Limit Requested _____
If corporation, LLC or partnership, list the State of Incorporation or organization _____		
Will purchases be Sales Tax Exempt? Yes _____ No _____		If yes, tax exempt # _____
Please include copy of tax certificate		

Do you normally pay Invoices according to DISCOUNT TERMS ___ or NET TERMS ___ What are your terms with present supplier _____.

TRADE REFERENCES: List three major suppliers of your annual purchases

SUPPLIER	ADDRESS W/ZIP	PHONE #	ACCOUNT #
		Phone ()	
		Fax ()	
		Phone ()	
		Fax ()	
		Phone ()	
		Fax ()	

Note: Suppliers who are not major suppliers, or will not give credit information over phone, may cause a delay in the processing of the Credit Application.

FINANCE REFERENCES

BANK NAME	ADDRESS W/ZIP	PHONE #	ACCOUNT #
Checking:		Phone ()	
		Fax ()	
Other:		Phone ()	
		Fax ()	

IF CORPORATION – NAMES OF OFFICERS; IF PARTNERSHIP, LLC OR PROPRIETORSHIP – NAMES OF PARTNERS/OWNERS

FULL NAME & TITLE	HOME ADDRESS W/ ZIP	HOME PHONE #	SOCIAL SECURITY NO.	DRIVERS LICENSE/STATE
		()		
		()		
		()		

EXECUTION AND DELIVERY OF THIS CREDIT APPLICATION TO REGAL DISTRIBUTING CONSTITUTES APPLICANT'S AGREEMENT TO THE TERMS AND CONDITIONS OF PART II SET FORTH ON THE REVERSE SIDE HEREOF, THE TERMS OF WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. THIS IS A BINDING CREDIT AGREEMENT. PLEASE READ CAREFULLY AND FULLY.

Applicant Name: _____

By: _____
(signature)

Print Full Name: _____

Title: _____ Date: _____

(Over)

PART II OF CREDIT APPLICATION

For and in consideration of the extension of credit to the Applicant, the Applicant hereby agrees and covenants as follows:

1. Applicant agrees to punctually pay all invoices, in full, within and in accordance with REGAL's published terms as set forth in its invoices then existing at the time of extension of the credit and all other sums now or hereafter existing under this Credit Application and this account, whether for principal, interest, fees, expenses or otherwise, and agrees to pay any and all costs and expenses (including, without limitation, attorneys fees to the extent permitted under state law or awarded under Section 506(b) of the Bankruptcy Code, collection fees, collection agency fees and expenses, whether or not litigation is commenced, and during both the trial and any appellate phases of litigation) incurred by REGAL in enforcing any rights under this Credit Agreement.
2. Applicant agrees to pay REGAL a monthly finance charge of lessor of 1.5 percent or the maximum rate allowed by law on all principal amounts under invoices and other sums under this Credit Agreement for all past due amounts after 30 days until paid in full.
3. Applicant grants as security for payment of the obligations under this Credit Agreement a lien upon and a security interest to REGAL in the items and property delivered by REGAL to Applicant from time to time as more specifically described in REGAL's invoices, until REGAL is paid in full in accordance with this Credit Application and invoices. REGAL shall not be obligated to assert or enforce any rights, liens, or security interests hereunder or to take any action in reference thereto, and REGAL may in its sole discretion at any time relinquish its rights hereunder as to particular property, in each case without thereby affection or invalidating its rights hereunder as to all or any other property securing or purporting to secure the obligations under this Credit Application.
4. REGAL may, in its discretion, apply any amounts which may be paid to an/or received or held by it relative hereto at any time to the payment or reduction either in whole or in part, of the principal and/or interest (as REGAL may elect) then owing on all or any of the obligations or sums then owing under this Credit Application and invoices.
5. Applicant agrees to pay REGAL any and all costs and expenses, including, without limitation, attorney fees to the extent permitted under law or awarded under Section 506(b) of the Bankruptcy Code, collection fees, collection agency fees, whether or not litigation is commenced, and during both the trial and any appellate phases of litigation, incurred by REGAL in enforcing any rights under this Credit Application or invoices.
6. The Applicant represents and warrants as follows:
 - (a) [If Corporation, LLC or Partnership] The Applicant is a corporation, LLC or partnership duly incorporated or organized, validly existing and in good standing under the laws of the jurisdiction indicated in Part I of this Credit Application;
 - (b) The execution, delivery and performance by Applicant of this Credit Application are within the Applicant's corporate, partnership, or company powers, have been duly authorized by all necessary corporate, partnership or company action, and do not contravene (i) the Applicant's charter, by-laws, partnership agreement or operating agreement or (ii) law or any contractual restriction binding on or affecting the Applicant;
 - (c) This Credit Application when delivered hereunder will be a legal, valid and binding obligation of the Applicant enforceable against the Applicant in accordance with its respective terms; and
 - (d) All information and statements of Applicant contained in this Credit Application are true and correct in all material aspects and Applicant agrees to notify REGAL, in a timely and reasonable manner, in the event any of the information or statements of Applicant contained in this Credit Application become materially incorrect.
7. Applicant agrees that it shall be in default under this Credit Application, if any of the following events shall occur and be continuing:
 - (a) Applicant shall fail to pay when due all sums due under this Credit Application and invoices; or
 - (b) Any representation or warranty made by Applicant herein or by the Applicant (or any of its officers and/or principals) in connection with this Credit Application shall prove to have been incorrect in any material respect when made; or
 - (c) Applicant shall fail to perform or oversee any other term, covenant or agreement contained in the Credit Application on its part to be performed or observed and any such failure shall remain unremedied for 10 days after written notice thereof shall have been given to Applicant by REGAL.

In the event of a default, all sums under this Credit Application, if any of the following events shall occur and be continuing:

8. No amendment or waiver of any provision of this Credit Application or invoice, nor consent to any departure by the Applicant therefrom, shall in any event be effective unless the same shall be in writing and signed by REGAL and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
9. All notices and other communications provided hereunder shall be in writing (including telegraphic communication) and mailed or telegraphed or delivered, if to the Applicant addressed to it at its "Billing Address" and if to REGAL, addressed to it at the address of REGAL specified in this Credit Application, or, as to each party, at such other address as shall be designated by such party in a written notice to the other party. All such notices and communications shall, when mailed or telegraphed, be effective when deposited in the mails or delivered to the telegraph company, respectively, addressed as aforesaid.
10. No failure on the part of REGAL to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or cumulative and not exclusive of any remedies provided by law.
11. This Credit Application and invoices shall be binding upon and inure to the benefit of the Applicant and REGAL and their respective successors and assigns, except that REGAL shall, at its sole discretion, have the right to assign or otherwise transfer its rights hereunder or any interest herein, the invoices or accounts to any other person or entity, and such other person or entity shall thereupon become vested with all the rights in respect thereof granted to REGAL herein or otherwise. This Credit Application and related documents shall be governed by, and construed in accordance with, the laws of the State of Kansas.
12. If any term or provision of the Credit Application or the application there to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Credit Application, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Credit Application shall be valid and enforceable to the fullest extent permitted by law. If any payments (including, without limitation, any interest payments) required to be made hereunder or under this Credit Application shall be in excess of the amounts allowed by law, the amounts of such payments shall be reduced to the maximum amounts allowed by law.
13. This Credit Application sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements and understandings between Applicant and REGAL relating to the subject matter hereof.

INDIVIDUAL PERSONAL GUARANTY

For and in consideration of the extension of credit to the Applicant, _____ (The Applicant) by REGAL DISTRIBUTING ("REGAL") pursuant to the terms of the Credit Application and Agreement dated _____ (the Credit Application) by Applicant, the undersigned (Guarantor) hereby unconditionally and irrevocably, jointly and severally guarantee the punctual payment and performance when due, of all obligations of the Applicant now or hereafter existing under the Credit Application, invoices and this account, whether for principal, interest, fees, expenses or otherwise, and agrees to pay any and all expenses (including attorney fees to the extent permitted under state law or awarded under Section 506(b) of the Bankruptcy Code, collection fees, collection agency fees and expenses whether or not litigation is commenced, and during both the trial and any appellate phases of litigation) incurred by REGAL in enforcing any rights under this Individual Personal Guaranty ("Guaranty"). This Guaranty is a guaranty of payment and performance and not of collection and is in no way conditioned or contingent on any attempt by REGAL to collect from Applicant, or any attempt by REGAL to perfect or to enforce any rights REGAL has in any security, or on any other condition or contingency. Guarantor acknowledges that Guarantor has read Parts I and II of the Credit Application and understands the terms and conditions thereof.

The liability of the Guarantor under this Guaranty shall be absolute, irrevocable, present, continuing and unconditional and shall not be to any extent or in any way discharged, impaired, or otherwise affected except upon payment or performance in full of all obligations under the Credit Application, including, without limitation, (1) any lack of validity or enforceability of the Credit Application, invoices or any other agreement or instrument relating thereto; (2) any change in the time, manner or place of payment of, including, without limitation, interest rates, or in any other term of, all or any of the obligations under the Credit Application or invoices, or any other amendment or waiver of or any consent to departure from the Credit Application or invoices; (3) any exchange, release, amendment or waiver of or consent to departure from any other guaranty or release of any other Guarantor(s) or Applicant; (4) any other circumstances which might otherwise constitute a defense available to, or a discharge of, the Applicant or Guarantor.

This Guaranty shall continue to be effective or be reinstated, as the case may be, if (i) at any time any payment of any of the obligations under the Credit Application or invoices are rescinded or must otherwise be returned by REGAL upon the insolvency, bankruptcy or reorganization of the Applicant or otherwise, all as though such payment had not been made; or (ii) this Guaranty is released in consideration of a payment of money or transfer of property or grant of a security interest by the Guarantor or any other person or entity and such payment, transfer or grant is rescinded or must otherwise be returned by REGAL upon the insolvency, bankruptcy or reorganization of such person or entity or otherwise, all as though such payment, transfer or grant had not been made.

The Guarantor hereby waives promptness, diligence, default, presentment, notices of acceptance, filing of claims with any court and any other notice with respect to any of the obligations of the Credit Application, invoices and this Guaranty and any requirement that REGAL protect, perfect or insure any security interest or lien or any property subject thereto or exhaust any right or take any action against the Applicant or any other person or entity or any collateral. Any amount payable by Guarantor hereunder shall not be subject to any claim of Guarantor or others, whether by way of counterclaim, set-off, reduction, or otherwise. Guarantor hereby waives the right to require REGAL to proceed against Applicant or any other person or to pursue any other remedy, waives the right to have the property of Applicant or any other person first applied to the discharge of the indebtedness guaranteed hereby, and waives as defenses to the obligations hereunder the pleading or defense of any statute of limitations and the pleading or defense based upon any election of remedies by REGAL, including, without limitation, an election to foreclose or pursue any other remedy. No amendment or waiver of any provision of this Guaranty nor consent to any departure by the Guarantor therefrom shall in any event be effective unless the same shall be in writing and signed by REGAL, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Upon default under the Credit Application, REGAL may, at its option and without waiving any rights against other persons or property, proceed directly and at once, without notice, against Guarantor, or any of them, at any time and in any order, to collect and recover the full amount of the sums due under the Credit Application, or any portion thereof, or the amounts unpaid or performance due under the Credit Application, as the case may be, without proceeding against Applicant or any other person, or foreclosing on, selling or otherwise disposing of or collecting or applying any property, real or personal, securing the Credit Application. REGAL also may proceed against Applicant or any other person or foreclose on, sell, or otherwise dispose of, collect, or apply, any property, real or personal, securing the Credit Application, without notice to and either before, after, or concurrently with any proceeding against Guarantor. REGAL may release some or any of the Guarantor or other Guarantors from this Guaranty or settle or compromise the liability of some of the Guarantor or other Guarantors from this Guaranty or settle or compromise the liability of some of the Guarantors hereunder without in any way affecting the liability of the other of Guarantor hereunder.

REGAL may grant renewals and extensions of time of payment, modify the terms of the payment of the Credit Application, and may expressly or impliedly agree to any change, substitution, withdrawal, decrease, increase, or other alteration of any collateral or property directly or indirectly securing the Credit Application or any extensions or renewals thereof, and REGAL may otherwise deal with Applicant, ANY SUCCESSOR IN INTEREST OF Applicant, or the owner of any collateral or property directly or indirectly securing the Credit Application or any extensions or renewals thereof, or with any endorser as it may elect, without in any way affecting the liability hereunder of Guarantor. Any adjustment or compromise may be made by REGAL with Applicant or any other party to the Credit Application or obligations related thereto, and a lesser sum than the amount thereof due may be accepted in full payment and discharge, and any of the collateral or other security granted by Applicant, or any other party, which REGAL may hold or which may come to it or its possession, may be released or otherwise dealt with by REGAL in all respects as if this Guaranty were not in existence and the obligation of Guarantor shall in no way be affected thereby Guarantor hereby waives and forgoes any right in respect of any such action by REGAL.

No failure on the part of REGAL to exercise, and no delay in exercising, any right hereunder or the Credit Application shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

This Guaranty is a continuing guaranty and shall (1) remain in full force and effect until payment in full of the obligations of the Credit Application, the invoices and all other amounts payable under this Guaranty, (2) be binding under the Guarantor, its successors and assigns, and (3) insure to the benefit of and be enforceable by REGAL and its successors, transferees, and assigns. Without limiting the generality of the forgoing clause (4) REGAL may assignor otherwise transfer this Guaranty, the Credit Application, invoices, or accounts to any other person or entity, and any other person or entity shall thereupon become vested with all the rights in respect thereof granted to REGAL herein or otherwise.

All notices and other communications provided for hereunder shall be in writing (including telegraphic communication) and, if to the Guarantor(s), mailed or telegraphed or delivered to it, addressed to it at the address set forth below and, if to REGAL, mailed or distributed to it, addressed to it at the address of REGAL specified in the Credit Application, or as to each party at such other address as shall be designated by such party in a written notice to the other party. All such notices and other communications shall, when mailed or telegraphed, respectively, be effective when deposited in the mails or delivered to the telegraph company, respectively, addressed as aforesaid.

If any term or provision of this Guaranty or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Guaranty, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Guaranty shall be valid and enforceable to the fullest extent permitted by law. If any payments (including, without limitation, any interest payments) required to be made hereunder or under the Credit Application or Guaranty shall be made in excess of the amounts allowed by law. This Credit Application and related documents shall be governed by, and construed in accordance with, the law of the State of Kansas. This Guaranty agreement sets forth the entire agreement and understanding by the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements and understandings between the Guarantor(s) and REGAL relating to the subject matter hereof.

Date: _____

Guarantor – Print Full Name

Signature

Address: _____

Zip: _____

MULTI-JURISDICTION SALES TAX EXEMPTION CERTIFICATE		149	SEE REVERSE SIDE FOR INSTRUCTIONS
ISSUED TO REGAL DISTRIBUTING	ADDRESS 17201 W 113th St.		CITY, STATE, ZIP CODE LENEXA, KS 66219
NAME OF FIRM (BUYER)			ENGAGED AS A REGISTERED
STREET ADDRESS OR P.O. BOX NUMBER			<input type="checkbox"/> WHOLESALER <input type="checkbox"/> RETAILER <input type="checkbox"/> MANUFACTURER <input type="checkbox"/> LESSOR (SEE NOTE ON REVERSE SIDE) <input type="checkbox"/> OTHER _____
CITY, STATE, ZIP CODE			
The above named firm is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product to be resold, leased, or rented in the normal course of our business. We are in the business of wholesaling, retailing, manufacturing leasing or renting.			
PRODUCT OR SERVICES RENDERED			
CITY OR STATE	STATE I.D. NUMBER	STATE REGISTRATION OR I.D. NUMBER	
CITY OR STATE	STATE I.D. NUMBER	STATE REGISTRATION OR I.D. NUMBER	
CITY OR STATE	STATE I.D. NUMBER	STATE REGISTRATION OR I.D. NUMBER	
I further certify that if any property so purchased tax free is used or consumed by the firm as to make it subject to a Sales or Use Tax we will pay the tax due direct to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be part of each order which, we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.			
GENERAL DESCRIPTION OF PRODUCTS TO BE PURCHASED FROM THE SELLER			
I swear or affirm that the information on this form is true and correct as to every material matter.			
AUTHORIZED SIGNATURE (OWNER, PARTNER OR CORPORATE OFFICER)		TITLE	DATE

MO 860-1528 (5-93) This publication is available upon request in alternative accessible format(s). VOICE 1-314-751-4296 TDD 1-800-735-2966

TO OUR CUSTOMERS:

In order to comply with the majority of state and local sales tax law requirements, it is necessary that we have in our files a properly executed exemption certificate from all of our customers who claim sales tax exemption. If we do not have this certificate, we are obligated to collect the tax for the state in which the property is delivered.

If you are entitled to sales tax exemption, please complete the certificate and send it to us at your earliest convenience. If you purchase tax free for a reason for which this form does not provide, please send us your special certificatory statement.

This form of certificate has been determined to be acceptable to the following states:

- | | | |
|----------------------|--------------|----------------|
| Alabama | Maryland | South Carolina |
| Alaska | Michigan | South Dakota |
| Arkansas | Minnesota | Texas |
| District of Columbia | Missouri | Utah |
| Georgia | Nevada | Vermont |
| Idaho | New Mexico | Virginia |
| Illinois | North Dakota | Washington |
| Maine | Oklahoma | Wisconsin |
| | Rhode Island | |

NOTE: Illinois does not have an exemption on sales of property for subsequent lease or rental.

CAUTION: In order for the certificate to be accepted in good faith by the seller, the seller must exercise care that the property TO: being sold is of a type normally sold wholesale, resold, leased, rented, or utilized as an ingredient or component SELLER: of a product manufactured by the buyer in the usual course of his business. A seller failing to exercise due care could be held liable for the sales tax due in some states or cities.

Misuse of this certificate by the seller, lessor, buyer, lessee, or the representative thereof may be punishable by fine, imprisonment or loss of right to issue certificates in some states or cities.

If you have questions concerning the use of this form, write the Tax Administration Bureau Missouri Department of Revenue, P.O. Box 840, Jefferson City, MO 65105-0840, or call (314) 751-2836