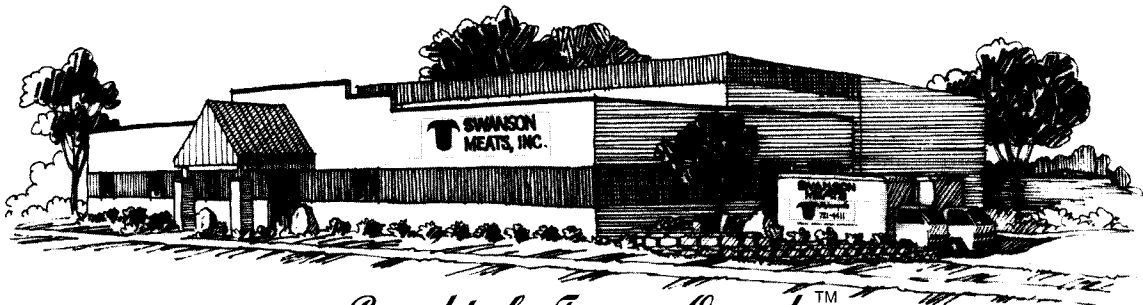


SWANSON MEATS, INC.

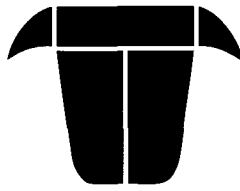
Excellence in Quality & Service Since 1962

Customer Account Application



Proud to be Farmer Owned.™

Swanson Meats, Inc.
2700 26th Ave S
Minneapolis, MN 55406
(612) 721-4411 FAX (612) 721-7967



SWANSON MEATS, INC.

Excellence in Quality & Service Since 1962
2700 26th Ave S, Minneapolis. (612) 721-4411

NEW ACCOUNT APPLICATION

The information contained herein is being provided in conjunction with a request for business credit terms by the undersigned applicant(s) (collectively, "Applicant") from Swanson Meats, Inc. and its subsidiaries, divisions and affiliates (collectively, "Seller"). The applicants individually and collectively agree to the terms and conditions attached to the Application and on related invoices as changed from time to time.

SHIP TO	Business Name	BILL TO	Business Name
	Trade Name (dba)		Attention
	Address		Address
	City County State ZIP		City County State ZIP
CONTACT INFO	Sales Contact: _____ Phone: (____) ____-____ FAX: (____) ____-____		
	Email: _____		
	A/P Contact: _____ Phone: (____) ____-____ FAX: (____) ____-____		
Email: _____			
Restaurant Phone: (____) ____-____ FAX: (____) ____-____			
BUSINESS INFORMATION	<input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation Organized in State of _____ <input type="checkbox"/> LLC <input type="checkbox"/> Other _____		
	Length of Time in Business: _____ Number of Employees: _____ Estimated Monthly Sales: \$ _____		
	Type of Operation:		
	<input type="checkbox"/> Fine Dining <input type="checkbox"/> Casual Dining <input type="checkbox"/> Family Dining <input type="checkbox"/> Fast Casual <input type="checkbox"/> Fast Food <input type="checkbox"/> Commissary <input type="checkbox"/> Lodging <input type="checkbox"/> Healthcare Number of Beds _____ <input type="checkbox"/> Other _____		
	Statement Required to be mailed to the customer each month? <input type="checkbox"/> Yes <input type="checkbox"/> No		
	Purchase Order Number required? <input type="checkbox"/> Yes (Orders without a PO Number WILL NOT SHIP.) <input type="checkbox"/> No		
CORPORATE OFFICERS			
BANKING	Name and Title	Name and Title	
	Home Address	Home Address	
	City County State ZIP	City County State ZIP	
	Home Phone Number: (____) ____-____	Home Phone Number: (____) ____-____	
BANKING	Bank Name	Officer	
	Address	Account Number: Type (checking / loan) Balance:	
	City State ZIP	Account Number: Type (checking / loan) Balance:	
	Phone: (____) ____-____		

Swanson Meats prefers trade references from other foodservice distributors.

TRADE

NAME ADDRESS PHONE NUMBER FAX NUMBER

1. _____
2. _____
3. _____
4. _____

NOTICE

THE FAIR CREDIT REPORTING ACT AND FEDERAL EQUAL CREDIT OPPORTUNITY ACT

Applicant acknowledges and agrees that Swanson Meats, Inc. and its subsidiaries, divisions and affiliates (collectively "Creditor") may utilize outside credit reporting services to obtain information on Applicant. In the event Applicant is/are individual(s) or doing business as a sole proprietorship or partnership, or if the Applicant is executing the Application as part of a personal guarantee, the signing of the Application shall constitute authorization under the Fair Credit and Reporting Act to Creditor and its Agents to utilize consumer credit reporting agencies to provide reports on said individual(s) in order to permit Creditor to appropriately evaluate the extension of any business credit. This authorization will remain valid and enforceable until Applicant expressly revokes authorization in writing and served on Creditor by registered or certified mail.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants based on race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this credit is the Federal Trade Commission, Division of Credit Practices, 6th and Pennsylvania Avenue, NW, Washington D.C. 20580.

If credit is denied, you have the right to a written statement of the specific reasons for denial. To obtain the statement, please contact Swanson Meats, Inc. att: Accounting Manager, within sixty (60) days from the date you were notified of the decision to deny credit.

TERMS AND CONDITIONS OF SALE

The undersigned warrants that he/she is authorized to sign this agreement on behalf of the Applicant. Applicant agrees that all purchases made by Applicant from Swanson Meats, Inc. or any of its subsidiaries and affiliated entities (collectively "Seller") are subject to the following terms and conditions:

1. All amounts due for goods and services (collectively "goods") purchased from Seller are payable at the Seller's main office location, or such alternate address as may be identified by the Seller. Applicant acknowledges such amounts are not payable in installments, but are 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. Applicant agrees to pay according to terms and conditions stated herein and on invoices as issued by Seller. Seller reserves the right to change the terms of the credit extended to the Applicant at Seller's sole discretion and without notice. Applicant agrees to inform Seller by certified mail within 10 days of any changes to Applicant's name, business status or ownership. Acceptance of payment outside of stated credit terms shall not operate as Seller's waiver of stated credit terms. Applicant shall pay Seller a service charge for all checks returned by Applicant's bank up to the maximum allowable by law. Past due balances will be assessed a finance charge of 18% per annum, or the highest maximum rate permitted by law, whichever is less.
3. Applicant and Seller agree that any dispute or litigation arising out of this agreement shall be venued in the District Court in Hennepin County, Minnesota.
4. In the event of Applicant's default, Seller may, at its option, without demand, notice of intention to accelerate, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor, or any other notice whatsoever, to Applicant, declare all of Applicant's obligations to Seller immediately due and payable. If Applicant fails to pay when due any indebtedness, liability or obligation to Seller, or Applicant fails to satisfy any other terms or conditions of any other contract or agreement between Applicant and Seller, or Seller is required to retain legal counsel in defense of any claim or proceeding by Applicant against Seller, then in such event, Applicant agrees to pay all of Seller's reasonable attorneys fees incurred for any of the foregoing and all of Seller's other costs of collection, whether or not incurred as part of a judicial proceeding.
5. To secure payment and performance of each and every debt, liability and obligation of every type which Applicant may now or at any time hereafter owe to Seller, Applicant hereby grants Seller a security interest in Applicant's: (i) inventory; (ii) accounts, contract rights and other rights to payment; (iii) equipment; and (iv) general intangibles, together with all substitutions and replacements for any of the foregoing property, all proceeds of the foregoing property, all accessories, attachments, parts equipment, accessions and repairs now or hereafter attached or affixed to or used in connection with the foregoing property and all warehouse receipts, bills of lading and other documents of title now or hereafter covering the foregoing property.
6. Applicant warrants to Seller that all financial information furnished herein for the purpose of obtaining credit is true, correct, and complete in all material respects, and Applicant authorizes Seller to investigate all references furnished pertaining to the credit and financial responsibility of Applicant.



Signed: _____
 Name: _____
 Title: _____
 Date: ____/____/____

AUTHORIZATION TO CHECK CREDIT REFERENCES

Who should sign this authorization? *This will vary by organization type:*

*Proprietorship — Owner
Corporation — Officer*

*Partnership — Each Partner or Managing Partner
Non-Profit — Executive Director or other Officer*

LLC — Chief Manager

I/We attest the information given on this form is warranted to be true. In the event credit terms are requested, I/We hereby authorize Swanson Meats, Inc., its agents, subsidiaries, and affiliates, to verify information on me/us, including requesting reports from Credit Reporting Agencies and Trade References. If I ask whether or not a personal credit report was requested, you will tell me, and give me the name and address of the agency that furnished the information.

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: ____/____/____

Date: ____/____/____

CONTINUING INDIVIDUAL PERSONAL GUARANTEE

I/We, for and in consideration of extending credit at my/our request to the Applicant named on the above New Account Application (the "Company"), personally and individually guarantee prompt payment of any obligation of the Company to Swanson Meats, Inc., and each of its subsidiaries and affiliated entities (the "Seller"), whether now existing or hereinafter incurred, and I/we further agree 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 guarantee shall be an absolute and continuing guarantee for such indebtedness by the Company. This guarantee may be terminated (but only insofar as it relates to obligations of the Company thereafter incurred) only upon written notice to that effect delivered to the Seller by Certified Mail – Return Receipt Requested.

I/We agree that any dispute or litigation arising out of this agreement shall be venued in the District Court in Hennepin County, Minnesota. I/We expressly waive presentment, demand, protest, notice of protest, dishonor, diligence, notice of default or nonpayment, notice of acceptance of this guarantee, notice of the extending or any guaranteed indebtedness already or hereafter contracted for by the Company, notice of any modification 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 credit agreement evidencing the indebtedness hereby guaranteed and to all renewals or extensions of such indebtedness. I further waive any right to require Seller to proceed against, or make any effort at collection of the guaranteed indebtedness from, the Company or any other party liable for such indebtedness. I/We agree to inform Seller by certified mail within 10 days of any changes in the Company's name, business status or ownership.

If I/we fail to pay when due any indebtedness, liability or obligation to Seller, or I/we fail to satisfy any other terms or conditions of any other contract or agreement between Seller and me/us, or Seller is required to retain legal counsel in defense of any claim or proceeding by me/us against Seller, then in such event, I/we agree to pay all of Seller's reasonable attorneys fees incurred for any of the foregoing and all of Seller's other costs of collection, whether or not incurred as part of a judicial proceeding.

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

Signed: _____

(do not indicate job title)

Signed: _____

(do not indicate job title)

Print Name: _____

(do not indicate job title)

Print Name: _____

(do not indicate job title)

Home Address: _____

Home Address: _____

Date: ____/____/____

Date: ____/____/____

REQUIRED

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) [®] _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) [®]	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
				-			-		

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person [®]	Date [®]

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Certificate of Exemption

Purchaser: Complete this certificate and **give it to the seller**

Seller: If this certificate is not fully completed, you must charge sales tax. Keep this certificate as part of your records.

This is a blanket certificate, unless one of the boxes below is checked, and remains in force as long as the purchaser continues making purchases, or until otherwise cancelled by the purchaser.

Check if this certificate is for a single purchase and enter the related invoice/purchase order # _____.

If you are a contractor and have a purchasing agent agreement with an exempt organization, check the box to make multiple purchases for a specific job. Enter the exempt entity name and specific project:

Exempt entity name _____ Project description _____

Type or print	Name of purchaser _____			
	Business address _____	City _____	State _____	Zip code _____
	Purchaser's tax ID number _____	State of issue _____	Country of issue _____	
	If no tax ID number, enter one of the following:	FEIN _____	Driver's license number/State issued ID number state of issue _____	number _____
	Name of seller from whom you are purchasing, leasing or renting SWANSON MEATS, INC.			
Seller's address _____				
City _____ State _____ Zip code _____ 2700 26th AVENUE SOUTH, MINNEAPOLIS, MN 55406				

Type of business. Circle the number that describes your business.

- | | |
|--|---|
| <ul style="list-style-type: none"> 01 Accommodation and food services 02 Agricultural, forestry, fishing, hunting 03 Construction 04 Finance and insurance 05 Information, publishing and communications 06 Manufacturing 07 Mining 08 Real estate 09 Rental and leasing 10 Retail trade | <ul style="list-style-type: none"> 11 Transportation and warehousing 12 Utilities 13 Wholesale trade 14 Business services 15 Professional services 16 Education and health-care services 17 Nonprofit organization 18 Government 19 Not a business (explain) _____ 20 Other (explain) _____ |
|--|---|

Reason for exemption. Circle the letter that identifies the reason for the exemption.

- | | |
|---|---|
| <ul style="list-style-type: none"> A Federal government (department) _____ B Specific government exemption (from list on back) _____ C Tribal government (name) _____ D Foreign diplomat # _____ E Charitable organization # _____ F Educational organization # _____ G Religious organization # _____ H Resale | <ul style="list-style-type: none"> I Agricultural production J Industrial production/manufacturing K Direct pay authorization L Multiple (enter number) _____
MPU exemption is no longer valid; repealed March 8, 2008 M Direct mail N Other (enter number from back page) _____ O Percentage exemption <ul style="list-style-type: none"> <input type="checkbox"/> Advertising (enter percentage) _____ % <input type="checkbox"/> Utilities (enter percentage) _____ % |
|---|---|

I declare that the information on this certificate is correct and complete to the best of my knowledge and belief. (PENALTY: If you try to evade paying sales tax by using an exemption certificate for items or services that will be used for purposes other than those being claimed, you may be fined \$100 under Minnesota law for each transaction for which the certificate is used.)

Signature of authorized purchaser _____ Print name here _____ Title _____ Date _____

REQUIRED IF CLAIMING EXEMPTION