

HANNAHMAX BAKING, INC.

TRADE CREDIT APPLICATION

For the purpose of obtaining trade credit from HannahMax Baking, Inc., a California corporation ("HannahMax Baking"), in connection with goods purchased by the undersigned applicant (the "Applicant") from HannahMax Baking, the Applicant provides the following information to HannahMax Baking, which the Applicant certifies as true and accurate in all respects. The Applicant agrees to immediately notify HannahMax Baking in writing of any changes to the information provided by the Applicant herein. HannahMax Baking may determine to terminate the extension of trade credit to Applicant at any time, in its sole and complete discretion.

All invoices not paid within thirty (30) days from the date of invoice are subject to interest at the rate of one and one-half percent (1.5%) per month, retroactive to the date of invoice. In the event of any legal action or legal proceeding brought in connection with any amount due to HannahMax Baking from Applicant, the prevailing party shall be entitled to receive from the other party, in addition to any relief that may be granted, the reasonable attorneys' fees and costs (including, but not limited to, court costs, filing fees, and expert fees, among other costs) incurred in the action or proceeding by the prevailing party, along with any reasonable attorneys' fees and costs incurred to collect any amount awarded in connection with any such action or proceeding.

If the Applicant is a limited partnership, corporation or limited liability company, HannahMax Baking may require one or more individuals that own or are affiliated with the Applicant to sign a Personal Guaranty, the terms of which, if provided, shall be deemed incorporated herein by this reference. Any such guarantor agrees that he or she will be personally and individually liable for any indebtedness owed by the Applicant to HannahMax Baking.

LEGAL NAME OF APPLICANT: _____ TELEPHONE _____

ADDRESS: _____ FAX _____

CITY: _____ STATE: _____ ZIPCODE: _____

FICTITIOUS BUSINESS NAME OF APPLICANT, IF ANY: _____

TYPE OF ENTITY:

CORPORATION

LIMITED LIABILITY COMPANY

LIMITED PARTNERSHIP

PARTNERSHIP

SOLE PROPRIETORSHIP

RESALE #: _____

FEDERAL TAX I.D. #: _____

A.B.C. #: _____

BUSINESS START DATE: _____

NOTE: A separate form requesting additional information may be requested based on the "type of entity" indicated above. The contents of any such form shall be deemed incorporated herein by this reference.

A. BANK REFERENCES OF APPLICANT:

Name: _____ Account #: _____ Telephone #: _____
Contact Person: _____
Address: _____ City: _____ State: _____ Zip Code: _____

Name: _____ Account #: _____ Telephone #: _____
Contact Person: _____
Address: _____ City: _____ State: _____ Zip Code: _____

B. TRADE REFERENCES OF APPLICANT: (please list three (3) minimum)

Name: _____ Contact Person: _____ Telephone #: _____
Address: _____ City: _____ State: _____ Zip Code _____

Name: _____ Contact Person: _____ Telephone #: _____
Address: _____ City: _____ State: _____ Zip Code _____

Name: _____ Contact Person: _____ Telephone #: _____
Address: _____ City: _____ State: _____ Zip Code _____

C. LANDORD OF APPLICANT:

Name: _____ Contact Person: _____ Telephone #: _____
Address: _____ City: _____ State: _____ Zip Code _____
Lease or Rent Amount per month: _____

D. CREDIT REPORT AUTHORIZATION:

Applicant authorizes HannahMax Baking or its agent to obtain credit reports for the purpose of establishing, maintaining or enforcing a credit relationship. Upon approval of credit, Applicant agrees to pay HannahMax Baking according to the terms granted herein and in separate terms and conditions provided by HannahMax Baking, if any. The terms and conditions set forth in this Application set forth the entirety of the understanding of HannahMax Baking and Applicant with respect to the matters set forth herein, except as the same may be modified in a separate writing mutually signed on behalf of HannahMax Baking and Applicant. The person signing this Application on behalf of Applicant has read and fully understands the terms and conditions set forth in this Application.

Applicant agrees to the terms and conditions set forth in this Application and verifies that the information provided is true and correct in all respects. Applicant agrees and acknowledges that HannahMax Baking only agrees to extend trade credit to Applicant should Applicant be so advised by HannahMax Baking, in which case, any such extension of trade credit shall be subject to the terms and conditions set forth in this Application. Notwithstanding any extension of trade credit hereunder, HannahMax Baking may determine to terminate the extension of trade credit to Applicant at any time, in the sole and complete discretion of HannahMax Baking.

Applicant: _____

Signed by Name _____ Title _____

Signature _____ Date _____

PERSONAL GUARANTY

For good and valuable consideration, receipt of which is acknowledged, the within Personal Guaranty is made for the benefit of, and to obtain trade credit for, _____ (the "Applicant") from HannahMax Baking, Inc., a California corporation ("HannahMax Baking"). The undersigned (the "Guarantor") hereby guarantees, on a joint and several basis along with any other guarantors of the obligations guaranteed herein, the performance of all obligations of Applicant to HannahMax Baking, including, but not limited to, payment of all present and future indebtedness of Applicant to HannahMax Baking, whether secured or unsecured and regardless of how the indebtedness is incurred and regardless of prior notice, demand or pursuit of remedies against Applicant.

This Personal Guaranty shall continue in effect until such time, if ever, as Guarantor has delivered written notice of the termination of this Personal Guaranty; provided, however, that any such termination shall not alter any obligation of Guarantor arising hereunder prior to receipt of such written notice.

The obligations hereunder are independent of the obligations of Applicant to HannahMax Baking, and a separate action or actions may be brought and prosecuted against Guarantor, irrespective of whether Applicant be joined in any such action or actions. Guarantor authorizes HannahMax Baking, without notice or demand and without affecting Guarantor's liability hereunder, from time to time to renew, compromise, extend, or to otherwise change the time for payment of, or otherwise change the terms of the obligations due to HannahMax Baking by Applicant or any part thereof. Guarantor waives all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, and notices of acceptance of this Personal Guaranty. HannahMax Baking may enforce this Personal Guaranty prior to exercising, or in addition to exercising, any and all rights which HannahMax Baking may have against Applicant under the terms of the Application (for trade credit) or any other document or agreement entered into between Applicant and HannahMax Baking.

All notices or other communications required or permitted by this Personal Guaranty or by law to be given by any party hereto shall be in writing. All such notices and communications shall be deemed duly served and given to the other party: when delivered by hand, if personally delivered or delivered by messenger or courier service; when receipt is acknowledged, if faxed; and five (5) calendar days after mailed, if sent by registered or certified mail with return receipt. For purposes hereof, notices and other communications hereunder shall be directed to the parties hereto at the following addresses:

If to Guarantor:

If to HannahMax Baking:

HannahMax Baking, Inc.
14601 South Main Street
Gardena, California 90248

Attention: Stuart Schwartz

Any party hereto may change his, her or its address for the purpose of receiving notices and other communications as herein provided by a written notice given in the manner aforesaid to the other party or parties hereto.

This Personal Guaranty shall, in all respects, be construed, interpreted and enforced in accordance with and governed by the internal substantive laws of the State of California applicable to agreements executed and to be wholly performed within the State of California, without regard to choice of law rules thereof. Proper venue for any litigation concerning this Personal Guaranty shall be in Los Angeles County, California. Each party hereto submits to the in personam jurisdiction of the State of California for purposes of any such litigation.

Any provision in this Personal Guaranty that is illegal, invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such illegality, invalidity or unenforceability without invalidating the remaining provisions hereof or affecting the legality, validity or enforceability of such provision in any other jurisdiction. The parties hereto agree to negotiate in good faith to replace any illegal, invalid or unenforceable provision of this Personal Guaranty with a legal, valid and enforceable provision that, to the extent possible, will preserve the economic bargain of this Personal Guaranty, or otherwise to amend this Personal Guaranty, including the provision relating to choice of law, to achieve such result.

No amendment, change or modification of this Personal Guaranty shall be valid unless in writing and signed by all of the parties hereto. Time is of the essence of this Personal Guaranty and all of the terms, provisions, covenants and conditions hereof. If any action or proceeding arising out of or relating to this Personal Guaranty is commenced by any party to this Personal Guaranty, the prevailing party shall be entitled to receive from the other party, in addition to any relief that may be granted, the reasonable attorneys' fees and costs (including, but not limited to, court costs, filing fees, and expert fees, among other costs) incurred in the action or proceeding by the prevailing party, along with any reasonable attorneys' fees and costs incurred to collect any amount awarded in connection with any such action or proceeding.

This Personal Guaranty shall constitute the entire agreement of HannahMax Baking and Guarantor with respect to the subject matter hereof, and no representation, understanding, promise or condition concerning the subject matter hereof shall be binding upon HannahMax Baking unless expressed herein.

IN WITNESS WHEREOF, the undersigned Guarantor has executed this Personal Guaranty the day and year first above written.

"GUARANTOR"

Name _____ Social Security Number _____

Signature _____ Date _____