



LA BODEGA, INC.

3225 South Western Avenue
Chicago, IL 60608
Tel (773) 847-9100 • Fax (773) 847-7501



LA HACIENDA BRANDS INC.
3000 SOUTH ASHLAND AVENUE
CHICAGO, IL 60608
TEL (312) 243.2755 FAX (773)254-4316

**BUSINESS CREDIT APPLICATION - CORPORATE
AND GUARANTY OF PAYMENT**

Section 1 - Business Information

DATE

Customer Name/DBA	
Business Address	Billing Address (if different)
City State ZipCode	City State ZipCode
Telephone:	Telephone:
Fax #	Fax #

Section 2 - Corporate Information

Corporate Legal Name			
FEIN	Corporation Type	State of Incorporation	Incorporation Date
State File Number	Years in Business	State Sales Tax IBT/Resale #	Date of Issuance
President	Social Security Number	Date of Birth	
Home Address	Home Telephone/Cellular Phone #		
City State ZipCode	Driver's License Number	State of Issuance	
Vice-President	Social Security Number	Date of Birth	
Home Address	Home Telephone/Cellular Phone #		
City State ZipCode	Driver's License Number	State of Issuance	
Treasurer	Social Security Number	Date of Birth	
Home Address	Home Telephone/Cellular Phone #		
City State ZipCode	Driver's License Number	State of Issuance	

Secretary	Social Security Number	Date of Birth	
Home Address	Home Telephone/Cellular Phone #		
City State ZipCode	Driver's License Number	State of Issuance	

Director	Social Security Number	Date of Birth	
Home Address	Home Telephone/Cellular Phone #		
City State ZipCode	Driver's License Number	State of Issuance	

Shareholder	Social Security Number	Date of Birth	
Home Address	Home Telephone/Cellular Phone #	Percentage Owned	
City State ZipCode	Driver's License Number	State of Issuance	

Shareholder	Social Security Number	Date of Birth	
Address	Home Telephone/Cellular Phone #	Percentage Owned	
City State ZipCode	Driver's License Number	State of Issuance	

Shareholder	Social Security Number	Date of Birth	
Home Address	Home Telephone/Cellular Phone #	Percentage Owned	
City State ZipCode	Driver's License Number	State of Issuance	

Section 3 - Financial Information

Bank Name	Exact Name on Account		
Address	Account Number	Type	Date Established
City State ZipCode	Account Number	Type	Date Established

Bank Name	Exact Name on Account		
Address	Account Number	Type	Date Established
City State ZipCode	Account Number	Type	Date Established

Bank Name	Exact Name on Account		
Address	Account Number	Type	Date Established
City State ZipCode	Account Number	Type	Date Established

IF THERE ARE ANY OUTSTANDING BUSINESS LOANS, PLEASE PROVIDE THE FOLLOWING:

Bank Name	Loan Number	Current Balance	Date Established
Address	Loan Number	Current Balance	Date Established
City State ZipCode	Loan Number	Current Balance	Date Established

Bank Name	Loan Number	Current Balance	Date Established
Address	Loan Number	Current Balance	Date Established
City State ZipCode	Loan Number	Current Balance	Date Established

HAS CUSTOMER EVER FILED FOR PROTECTION PURSUANT TO THE UNITED STATES BANKRUPTCY LAWS OR HAS AN INVOLUNTARY PETITION FOR BANKRUPTCY EVER BEEN FILED AGAINST CUSTOMER?
 IF YES, COMPLETE THE FOLLOWING. _____ YES _____ NO

Case Number	Date Filed
Court Address	Is Action Still Pending? _____ Yes _____ No

Section 4 - Trade References

Vendor Name		
Business Address	Contact Name	
City State ZipCode	Title	
Telephone:	Credit Limit	Terms
Fax #	Outstanding Balance	Date Established

Vendor Name		
Business Address	Contact Name	
City State ZipCode	Title	
Telephone:	Credit Limit	Terms
Fax #	Outstanding Balance	Date Established

Vendor Name		
Business Address	Contact Name	
City State ZipCode	Title	
Telephone:	Credit Limit	Terms
Fax #	Outstanding Balance	Date Established

Section 5 - Required Documents

- COPY OF CERTIFICATE OF INCORPORATION
- COPY OF RESALE CERTIFICATE
- COPY OF LAST ANNUAL REPORT FILED WITH THE SECRETARY OF STATE
- COPY OF GUARANTOR'S DRIVER'S LICENSE
- COPIES OF VOIDED CHECKS FOR ALL OPERATING AND PAYROLL ACCOUNTS

Section 6 - Terms & Conditions

- 1 CUSTOMER ACKNOWLEDGES AND AGREES THAT LA BODEGA, LTD., MAY IN ITS ABSOLUTE AND UNFETTERED DISCRETION, GRANT OR DENY CREDIT TO CUSTOMER, AS WELL AS REDUCE CREDIT AMOUNT AND/OR REVOKE CREDIT IN ITS ENTIRETY.
- 2 ALL CLAIMS BY CUSTOMER PERTAINING TO THE DELIVERY OF NON-CONFORMING GOODS SHALL BE MADE IMMEDIATELY UPON DELIVERY OF THE GOODS (NO LATER THEN 24 HOURS AFTER DELIVERY) AND IN WRITING, SPECIFYING THE CLAIMED NON-CONFORMITY. NO GOODS SHALL BE RETURNED TO LA BODEGA, LTD. WITHOUT THE PRIOR WRITTEN CONSENT OF LA BODEGA, LTD. ACCOMPANIED BY THE ORIGINAL CUSTOMER INVOICE. NO ALLOWANCE ON ANY GOODS MAY BE TAKEN BY CUSTOMER WITHOUT THE PRIOR WRITTEN CONSENT OF LA BODEGA, LTD., WHICH CONSENT MAY BE WITHHELD BY LA BODEGA, LTD. IN ITS SOLE AND UNFETTERED DISCRETION.
- 3 CUSTOMER AGREES TO PAY WHEN DUE ANY AND ALL LOCAL, STATE AND/OR FEDERAL TAXES PERTAINING TO THE SALE OF THE GOODS IMPOSED BY LAW.
- 4 CUSTOMER WARRANTS AND REPRESENTS THAT ALL PURCHASES SHALL BE FOR RESALE ONLY.
- 5 IN THE EVENT CUSTOMER FAILS TO PAY AN INVOICE WHEN DUE, CUSTOMER AGREES TO PAY AS A LATE CHARGE OF 1.5% PER MONTH (18%) PER ANNUM ON THE OUTSTANDING DELIQUENT BALANCE.
- 6 CUSTOMER AGREES TO PAY TO LA BODEGA, LTD. WHEN DUE ALL PRESENTLY EXISTING OR HEREINAFTER INCURRED INDEBTEDNESS INCLUDING, BUT NOT BY WAY OF LIMITATION, INVOICES, FREIGHT CHARGES, TAXES, AND INTEREST. ALL INVOICES THAT ARE NOT FULLY PAID WITHIN THIRTY (30) DAYS OF DELIVERY SHALL BEAR INTEREST AT THE RATE OF 1.5% PER MONTH (18% PER ANNUM).
- 7 CUSTOMER AGREES THAT LA BODEGA, LTD. SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL AND/OR INCIDENTAL DAMAGES THAT CUSTOMER MAY SUSTAIN PERTAINING TO, RELATING TO AND/OR ARISING FROM THE PURCHASE OF ANY GOODS. CUSTOMER SOLE AND EXCLUSIVE REMEDY SHALL BE THE RETURN OF THE GOODS, AND THE REPAYMENT OF THE PURCHASE PRICE.
- 8 CUSTOMER AGREES THAT ALL WARRANTIES INCLUDING, BUT NOT BY LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR PARTICULAR PURPOSE ARE EXCLUDED FROM ALL SALES OF GOODS.
- 9 CUSTOMER AGREES AND CONSENTS, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS ACKNOWLEDGED, THAT THIS APPLICATION AS WELL AS ANY AND ALL SALES MADE BY LA BODEGA, LTD. TO CUSTOMER SHALL BE DEEMED TO HAVE BEEN MADE AND ENTERED INTO IN COOK COUNTY, ILLINOIS, THAT ANY AND ALL DISPUTES BY AND BETWEEN CUSTOMER AND LA BODEGA, LTD. SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, THAT ANY AND ALL ACTIONS OR PROCEEDINGS BY AND BETWEEN CUSTOMER AND LA BODEGA, LTD. SHALL BE FILED WITH AND LITIGATED IN COURTS HAVING A SITUS WITHIN COOK COUNTY, ILLINOIS, AND THAT CUSTOMER CONSENTS TO THE JURISDICTION OF ANY LOCAL, STATE OF FEDERAL COURT LOCATED WITHIN COOK COUNTY, ILLINOIS IN CONNECTION WITH ANY AND ALL DISPUTES BY AND BETWEEN CUSTOMER AND LABODEGA, LTD.
- 10 CUSTOMER AND LA BODEGA, LTD EACH AGREE AND CONSENT THAT IN THE EVENT A LAWSUIT IS FILED BY CUSTOMER AGAINST LA BODEGA, LTD. AND/OR ANY OF ITS OFFICERS OR A LAWSUIT IS FILED BY LA BODEGA, LTD. AGAINST CUSTOMER, AND/OR ANY OF ITS OFFICERS, IF APPLICABLE, RELATING TO THE COLLECTION OF MONIES DUE LA BODEGA, LTD., THE PREVAILING PARTY IN SUCH LAWSUIT SHALL BE ENTITLED TO AN AWARD OF REASONABLE ATTORNEY'S FEES, LITIGATION EXPENSES AND COURT COSTS.

Section 7 - Certification

I HEREBY CERTIFY, UNDER PENALTIES OF PERJURY, THAT THE INFORMATION CONTAINED IN THIS CREDIT APPLICATION IS COMPLETE AND ACCURATE. THE INFORMATION SET FORTH HAS BEEN FURNISHED WITH THE UNDERSTANDING THAT IT WILL BE UTILIZED, IN PART, TO DETERMINE THE AMOUNT AND CONDITIONS OF ANY CREDIT THAT MAY BE EXTENDED TO CUSTOMER. CUSTOMER HEREBY AUTHORIZES ANY AND ALL PERSONS AND ENTITIES LISTED IN THIS CREDIT APPLICATION TO RELEASE TO LA BODEGA, LTD, ALL INFORMATION AND DOCUMENTS REQUESTED BY LA BODEGA, LTD. IN ORDER TO VERIFY THE ACCURACY OF THE INFORMATION. A COPY OF THIS CREDIT APPLICATION BEARING CUSTOMER'S SIGNATURE SHALL FOR ALL PURPOSES BE TREATED AS THOUGH BEARING AN ORIGINAL SIGNATURE.

Name of Applicant
Signature

Customer Name	
Title	Date

INSTRUCTIONS

BUSINESS CREDIT APPLICATION - CORPORATE

Section I - Business Information

- Business Name: The name of the business or the name under which it is doing business/Doing Business As.
ex. TPS Enterprises,inc. d.b.a **The Veggie Market**
- Business Address: The physical location of the business.
- Billing Address: The address of a corporate or other location where invoices/statements/correspondence should be sent.
- Telephone/Fax: These are for the respective addresses, or for additional numbers if available

Section 2 - Corporate Information

- Legal Name: The legal name of the corporation, this may be the same as the Business Name
ex. **TPS Enterprises, Inc.** d.b.a The Veggie Market
- FEIN: The Federal Employer Identification Number. This Number is used in reporting your taxes to the IRS it can be found on any federal tax forms you have submitted. It is usually in this format 36-xxxxxxx
- Corporation Type Please enter one of the following: C-Corp, S-Corp, LLC, or LTD
- Years in Business The number of years the corporation has been in business
- State of Incorporation The Name of the State where the Corporation was Incorporated
- Date of Incorporation The Date the Corporation was incorporated
- State File Number This is the File Number issued by the State of Incorporation where the annual report is filed.
- Years In Business Number of years that this business has been operating.
- State Sales Tax # Number issued by the state authorizing resale of goods & reporting of sales tax. Also called IBT Number
- Date of Issuance The date the Resale Certificate was issued.
- Corporate Officers Information for each of the corporate officers is required. These include the President, Vice-President Treasurer, & Secretary. There is additional space for the Director and Shareholders.
For shareholders, please include the percentage of company ownership.

Section 3 - Financial Information

- Bank Information Please list all information for accounts held at Banks
- Type Please use: CHK for Checking, SVG for Savings, PR for Payroll Accounts, or MISC for all other types
- Date Established Please enter the date the account was opened
- Loan Information Please list information for all outstanding loans, if you require additional space, please attach a sheet.

Section 4 - Trade References

- Vendors Please list information for 3 current vendors
- Contact Please list the name and title of individual whom we can contact.
- Credit Limit This is the current credit limit that you have with this vendor.
- Terms Please enter the terms you have established with this vendor, Net 30, 10%Net30, Net 15, Net 7 etc.
- Outstanding Balance Please enter the current outstanding balance with this vendor
- Date Established Please enter the date you first established credit with this vendor

Section 5 - Required Documents

- Cert of Incorporation This is a document provided by the Secretary of State stating that you are a corporation
- Annual Report This is a document that is filed every year with the Secretary of State
- Voided Checks Please make a copy of the checks and then write void across the copies.
- Driver's License Please make a photostatic copy of the license, Adjust the half-tone or photo option on the copier to obtain a visible copy.

Section 6 - Terms and Conditions

Section 7 - Certification

- Name of Applicant Name and Title of Individual Authorized to acquire credit for this entity
- Signature Please sign and date the application

GUARANTY OF PAYMENT

THIS GUARANTY OF PAYMENT ("Guaranty"), made as of the _____ day of _____

by _____ (Name of Individual/"Guarantor") to and for the benefit of La Bodega, Ltd. ("Seller").

W I T N E S S E T H:

WHEREAS, _____ (Business Name /"Purchaser") has in the past, and/or intends in the future to purchase from Seller various food products and other items (collectively "food products"); and

WHEREAS, as a condition precedent to Seller selling and/or continuing to sell to Purchaser food products, Seller has requested that Guarantor agree to execute and deliver this Guaranty.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Guarantor agrees as follows:

- 1 Guaranty. Guarantor absolutely, unconditionally and irrevocably guarantees to Seller the full and prompt payment when due of all existing or hereinafter incurred indebtedness, liabilities and obligations of Purchaser including attorney's fees, litigation expenses and court costs (collectively referred to as "Indebtedness");
- 2 Seller's Remedies. This is an absolute, irrevocable, present and continuing guaranty of payment and not of collection. In any action to enforce this Guaranty, Seller, at its election, may proceed against the Guarantor, with or without: (i) joining Purchaser in any such action; or (ii) commencing any action against or obtaining any judgment against Purchaser.
- 3 No Discharge. Guarantor agrees that, without payment in full of the Indebtedness, the liability of Guarantor hereunder shall not be discharged for any reason whatsoever including, but not limited to, the renewal or extension of time for the payment of the Indebtedness whether made with or without the knowledge or consent of Guarantor. Guarantor intends that Guarantor shall remain liable hereunder until the Indebtedness shall have been paid in full, notwithstanding any fact, act, event or occurrence which might otherwise operate as a legal or equitable discharge of a surety or a guarantor.
- 4 Waiver. Guarantor expressly waives: (i) presentment, demand, notice of dishonor or protest; and (ii) any failure by Seller to inform Guarantor of any facts Seller may now or hereafter know about Purchaser, it being understood and agreed that Seller has no duty so to inform and that Guarantor is fully responsible for being and remaining informed of all circumstances bearing on the existence or creation, or the risk of nonpayment of the Indebtedness. No modification or waiver of any of the provisions of this Guaranty shall be binding upon Seller except as expressly set forth in a writing duly signed and delivered on behalf of Seller.
- 5 Enforcement Costs. If this Guaranty is placed in the hands of an attorney for collection or is collected through any legal proceeding then Guarantor shall pay to Seller upon demand all reasonable attorneys' fee, litigation expenses, and court costs, in addition to all other amounts due hereunder.
- 6 Governing Law; Interpretation. This Guaranty has been negotiated, executed and delivered in Chicago, Illinois and shall be governed by the laws of the State of Illinois without reference to the conflicts of law principles of that State. This Guaranty has been drafted by both the Guarantor and the Seller. The headings of sections and paragraphs in this Guaranty are for convenience only and shall not be construed in any way to limit or define the content, scope, or intent of the provisions hereof. As used in this Guaranty, the singular shall include the plural, and masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires. If any provisions of this Guaranty, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstances, is adjudicated by a court of competent jurisdiction to be invalid, the validity of the remainder of this Guaranty shall be construed as if such invalid part were never included herein.
Time is of the essence of this Guaranty. All payments to be made hereunder shall be made in currency and coin of the United States of America, which is legal tender for public and private debts at the time of payment.

- 7 Forum Selection. Guarantor agrees that any and all actions and proceedings by and between Guarantor and Seller shall be filed with and litigated in courts having a situs within Cook County, Illinois, and that Guarantor consents to the jurisdiction of any local, State or Federal court located in Cook County, Illinois in connection with, arising from and/or pertaining to this Guaranty. Notwithstanding the above, Seller may commence supplementary proceedings in any court in any State to collect on any judgment(s) that may be entered against Guarantor.

- 8 Entire Agreement. This Guaranty constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior such agreements and understandings, both written and oral. This Guaranty may not be modified or amended except by a written instrument signed by Seller and Guarantor. Guarantor may execute this Guaranty by facsimile, which for all purposes shall have the same effect as though bearing an original signature.

- 9 Successors. This Guaranty shall bind Guarantor and the heirs, executors and legal and personal representatives of Guarantor.

- 10 Notices. Any notice, demand, request or other communication desired to be given or required pursuant to the terms hereof shall be in writing and shall be delivered by personal service or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows or to such other address as the parties hereto may designate in writing from time to time:

If to Guarantor at current residence:

If to Seller at:

La Bodega, Ltd.
 3225 South Western Avenue
 Chicago, Illinois 60608
 Attention: Adolfo Vega

SIGNED AND DELIVERED the _____ day of _____, 20____

 Signature of GUARANTOR:

 Print/ type name of Guarantor

Signed and Sworn before me

This _____ day of _____, 20____

 Notary Public

Seal