



CREDIT APPLICATION
590 3rd Street NW
300 NW Phosphate Blvd
Mulberry, FL 33860

888-395-5000 - toll free | 863-425-5757 - local | 863-425-1987 - fax

Date of Application: _____, 20____

Sales Representative: _____ Primary Company: _____

Name of Business Entity ("Applicant"): _____

Date Applicant's business established: _____

Type of Business Entity (check one): Corporation Limited Liability Company Partnership
 Limited Partnership Sole Proprietorship Other (describe) _____

Fictitious or Trade name (if any): _____

Applicant's Physical Address: _____

Applicant's Mailing Address: _____

State where Applicant is incorporated or established: _____

Phone number: _____ | Fax Number: _____

Accounts Payable Contact: _____

Applicant's Primary Business: _____

If you are a grower, what packinghouse are you affiliated with? _____

Credit limit applied for: \$ _____

Federal Tax Identification Number: _____

● Name & address of Applicant's principal owners* (must include Social Security #'s):

Name: _____ | Title (if any): _____

Address: _____
Street City State Zip

Bus. Telephone: _____ Bus. Fax: _____

SS #: _____

Percentage of Ownership: _____ %

Name: _____ | Title (if any): _____

Address: _____
Street City State Zip

Bus. Telephone: _____ Bus. Fax: _____

SS #: _____

Percentage of Ownership: _____ %

Name: _____ | Title (if any): _____

Address: _____
Street City State Zip

Bus. Telephone: _____ Bus. Fax: _____

SS #: _____

Percentage of Ownership of Business Entity: _____ %

* Attach additional sheets with the same information, if necessary.

● Bank Reference

Bank Name: _____ | Account #: _____

Contact Person: _____ | Title: _____

Address: _____
Street City State Zip

Bus. Telephone: _____ Bus. Fax: _____

● Supplier References (at least two)

Supplier: _____ | Account #: _____

Contact Person: _____ | Title: _____

Address: _____
Street City State Zip

Bus. Telephone: _____ Bus. Fax: _____

Supplier: _____ | Account #: _____

Contact Person: _____ | Title: _____

Address: _____
Street City State Zip

Bus. Telephone: _____ Bus. Fax: _____

- Is Applicant Sales Tax Exempt? YES | NO (please circle one)

If yes, please provide Sales Tax Exemption Number: _____
and attach certificate of exemption to this Credit Application.

If yes, please read the following Exemption Notice:

The Florida Department of Revenue requires that we request and have on file a valid Blanket Certificate of Resale for each customer. By claiming that your company is tax exempt, you certify that you are registered within your respective state and city and any such purchases from Highland Fresh Technologies, L.L.C., Inc. or Highland Corporation, Inc. ("HIGHLAND") are for wholesale, resale, ingredients, or components of a new product to be resold, leased, or rented in the normal course of business. Furthermore, by claiming sales tax exemption on purchases from HIGHLAND you certify that if any property so purchased tax free is used or consumed by your company as to make it subject to a Sales or Use Tax you will pay the tax due directly to the proper taxing authority. This certification shall be part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until cancelled by us in writing or revoked by the city or state.

TERMS AND CONDITIONS OF EXTENSION OF CREDIT

1. The undersigned person hereby certifies that he or she has the actual authority to apply hereby for credit on behalf of Applicant, and Applicant hereby authorizes Highland Fresh Technologies, L.L.C., Inc. and Highland Corporation, Inc. ("HIGHLAND") to investigate and inquire Applicant's creditworthiness as HIGHLAND deems necessary, including but not limited to, procurement of an investigative credit report for the life of the agreement as allowed by the Federal Fair Credit Reporting Act and applicable State law. Applicant hereby authorizes and request Applicant's Bank and Supplier References listed above, as well as any additional such references as HIGHLAND may request from Applicant and that Applicant shall provide, to reply to any and all credit inquiries from HIGHLAND.

2. Applicant agrees that HIGHLAND may require one or more persons to execute and deliver an Unconditional Guaranty to HIGHLAND as a condition precedent to HIGHLAND's agreement to extend credit hereunder at any time or in any amount to Applicant. Applicant further agrees that in the event of any GUARANTOR's withdrawal of his or her continuing and unconditional guaranty hereunder, HIGHLAND may, without any liability to Applicant, immediately suspend or terminate, with or without prior notice to Applicant, any and all future extensions of credit to Applicant and decline to sell any equipment or goods to Applicant.

3. All charges are due and payable in full to HIGHLAND at HIGHLAND's offices in Mulberry, Florida within thirty (30) days of the date of invoicing to Applicant. If any amount invoiced to Applicant is not paid in full to HIGHLAND within thirty (30) days of the date of invoicing, Applicant shall be liable for and Applicant agrees to pay HIGHLAND a service charge of one and one-half (1 1/2%) PERCENT per month (18% per annum) on any such unpaid amount due which charges shall continue to accrue until the unpaid amount plus all accrued service charges are paid in full. If HIGHLAND is required to submit this account to an attorney for enforcement or collection, Applicant shall be liable for all reasonable attorney's and paralegal's fees incurred by HIGHLAND as a result of such submissions, whether or not suit is filed, in addition to all other unpaid amounts due hereunder.

4. In the event of any litigation arising out of this Application or out of any equipment or goods sold by HIGHLAND to applicant pursuant to any extension of credit hereunder, exclusive

venue for such litigation shall be in, and Applicant irrevocably consents to the personal jurisdiction of, the state courts sitting in and for Polk County, Florida without right of transfer to any other venue for any reason. The prevailing party in any such litigation shall be entitled to recover, in addition to all amounts due and owing hereunder, any and all reasonable attorney's fees and paralegal's fees and court costs under Paragraph 3, above, that party's reasonable attorney's and paralegal's fees at the trial, appellate and post-judgment levels, at all levels of any court-ordered mediation, arbitration proceeding, and at all levels of any bankruptcy proceedings. Applicant acknowledges that Applicant's agreement to the provisions of this paragraph is a material inducement for HIGHLAND's agreement to extend credit to Applicant hereunder.

5. Applicant affirms and represents that all information herein is true and accurate, and acknowledges and agrees that HIGHLAND is reasonably relying upon such information in connection with any extension of credit hereunder, and that Applicant will promptly notify HIGHLAND if any of such information changes.

6. Applicant acknowledges and agrees that any purchases of equipment or goods by Applicant, from HIGHLAND, whether or not such purchase may involve the extension of credit, may be subject to additional terms and conditions of sale for such equipment or goods.

7. This Application and the sale of all equipment or goods now and hereafter to Applicant by HIGHLAND shall be governed exclusively by the laws of the State of Florida without regard to that State's choice of law or conflict of laws provisions. Any terms or conditions stated in any purchase order, correspondence, invoice, contract form or other writing of Applicant shall not alter or modify the terms and conditions of this Application or of any Unconditional Guaranty given in connection herewith.

8. Applicant warrants and represents that no credit extended hereunder or the purchase of any equipment or goods sold to Applicant by HIGHLAND hereunder is for, or shall be used by Applicant for, personal, family or household purposes. Applicant covenants and warrants that all equipment and products sold to Applicant by HIGHLAND hereunder will be used by Applicant only in accordance with the manufacturer's current instructions and labeling and only in accordance with, or for the purposes authorized, by any and all government rules and regulations applicable to the manufacture, sale and use of such equipment or products, and for no other purposes.

_____ (name of Applicant)

By: _____ (as authorized representative)

Print Name: _____

Title: _____

Unconditional Guarantee

In consideration of the extension of credit, now or in the future, by HIGHLAND FRESH TECHNOLOGIES, INC. or Highland Corporation, Inc. ("HIGHLAND"), to Applicant in the above Credit Application, and more specifically, in consideration of monies advanced by HIGHLAND to Applicant as evidenced by that certain "Agreement for the Purchase and Sale of Application System" dated _____, 2008 between Applicant and HIGHLAND, and/or "Agreement for the Purchase and Sale of Chemical Products" dated _____, 2008 and/or any invoices memorializing the sale of equipment, goods or products by HIGHLAND to Applicant, the undersigned, GUARANTOR(S), and their heirs, successors, and assigns, without reservation or qualification, unconditionally guarantee to HIGHLAND, its successors, and assigns,

full and prompt payment when due of any and all indebtedness or liability, direct or indirect, now or hereafter due or owing from Applicant to HIGHLAND, whether such debts or liabilities are now existing or arise hereafter. GUARANTOR(S) further agree(s) to indemnify and hold HIGHLAND harmless against all costs and expenses, including reasonable attorney's and paralegal's fees and court costs, incurred in the collection of any of the above obligations. GUARANTOR(S) hereby authorize HIGHLAND to investigate GUARANTOR(S) creditworthiness as HIGHLAND deems necessary, including but not limited to, procurement of an investigative credit report for the life of this Unconditional Guarantee as allowed by the Federal Fair Credit Reporting Act and applicable State Law.

The undersigned hereby waives notice of the acceptance of this Unconditional Guaranty and of any future indebtedness, extensions or renewals thereof made in reliance hereon, and also waives notice of presentment, demand, dishonor, and protest of any obligation of Applicant to HIGHLAND and any other notices of any description in connection with this Guaranty.

The liability of the undersigned is absolute and unconditional and shall not be reduced or terminated by the granting of any indulgence to, or compromise or settlement with Applicant or with any other person(s) who may be liable for the obligations of Applicant to HIGHLAND, or by any release, exchange substitution, or impairment of collateral for such obligations. HIGHLAND shall have no duty to collect or protect any collateral or income therefrom, or to preserve any rights against other parties, and may immediately proceed under this Unconditional Guaranty upon Applicant's default without first resorting to any other guaranty, collateral, method or source of payment.

This instrument shall operate as a continuing guaranty and shall remain in full force and effect until withdrawn by a written notice delivered to HIGHLAND by certified mail, and accepted in writing by HIGHLAND, but such withdrawal shall in no way release or diminish the undersigned's liability incurred under this instrument on account of the balance due on the obligations and liabilities of Applicant to HIGHLAND at the time of the acceptance by HIGHLAND of such withdrawal.

In the event of any litigation arising out of the above Application and/or the Unconditional Guaranty, the prevailing party shall be entitled to recover, in addition to all amounts due and owing hereunder, including any reasonable attorney's fees and paralegal's fees and court costs under Paragraph 3, above, that party's reasonable attorney's and paralegal's fees at the trial, appellate and post-judgment levels, at all levels of any court-ordered mediation, arbitration proceeding, and at all levels of any bankruptcy proceedings.

Dated this _____ day of _____, 20_____

Guarantor Signature _____

Print Name _____

Witness _____

Guarantor Signature _____

Print Name _____

Witness _____