

INDIVIDUAL PERSONAL GUARANTEE

To induce the company on the reverse side of this Credit Application and its subsidiaries, affiliates and divisions (the "Seller") to conduct business with the applicant named in the foregoing Credit Application and Agreement ("Purchaser") the undersigned, jointly and severally, personally and unconditionally guarantee to the Seller the full payment when due of all obligations now or hereafter owed or owing by the Purchaser to the Seller, including, without limitation, all obligations arising out of or in connection with the sale of goods or the provision of services by the Seller and all interest and late charges, attorney's fees and collection and court costs. I hereby agree to the Terms and Conditions as aforementioned. This guarantee shall be an unlimited and continuing guarantee and shall remain in full force and effect regardless of any change in the form or evidence of any of the Purchaser's obligations, or any taking, release or modification of any security interests. This guarantee may be terminated by an undersigned only as to obligations originating more than five (5) business days after receipt by the Seller of notice of termination given by registered or certified mail. Each of the undersigned hereby waives presentment, demand, protest, notice of protest, dishonor, diligence, notice of default or nonpayment, notice of acceptance of this guaranty, notice of the extending of any guaranteed indebtedness already or hereafter contracted for by the company, notice of 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 Purchaser or any other party liable for such indebtedness.

The undersigned shall pay all attorney's fees, court costs and other expenses incurred by the Seller to enforce this guarantee, whether or not incurred in connection with litigation. Each of the undersigned specifically agrees to the venue provisions set forth in the foregoing Credit Application and Agreement.

BY: X

_____ SIGNATURE	_____ DATE
_____ PRINTED NAME	
_____ WITNESS SIGNATURE	_____ DATE
_____ PRINTED NAME	
_____ SIGNATURE	_____ DATE
_____ PRINTED NAME	
_____ WITNESS SIGNATURE	_____ DATE
_____ PRINTED NAME	

FOR OFFICE USE ONLY

WINE REP. #: _____ ACCOUNT #: _____
CREDIT TERMS: _____ CREDIT LINE: _____
APPROVED BY: _____ DATE: _____
ACCT CLASS: _____ ETH: _____

TERMS & CONDITIONS

The applicant named on the reverse side of this Credit Application and Agreement ("Purchaser") agrees that all purchases made by the Purchaser or any person representing himself to be an employee, agent or representative of the Purchaser from the company named on the reverse side of this Credit Application and its subsidiaries, affiliates and divisions (the "Seller") shall be subject to the credit terms and conditions of the Seller as established and amended from time to time, including the terms and conditions set forth herein. The Purchaser represents and warrants that the information furnished herein is true, correct and complete. All credit extensions shall be made at the sole discretion of the Seller and may be denied, altered or terminated by the Seller at any time without cause. In the event of any change in the ownership of the Purchaser or the Purchaser's business, the Purchaser shall be jointly and severally liable with its successors for all sales to such successors that originate and are charged to the Purchaser's account before the Seller receives notice by registered or certified mail of such change in ownership. The Seller reserves the right to require any such successors to submit a new credit application prior to any extension of credit to such successors. A facsimile copy of this credit application and agreement shall have the same cause and effect as the original.

The Purchaser agrees to pay all amounts due to the Seller in full in accordance with the terms stated on each invoice. In compliance with section 25509 of the Alcoholic Beverages Control Act, any amount not paid when due will be assessed a finance charge, which shall be added to the delinquent balance by one and one-half percent (1.5%) per month or 18% per annum by the expiration of the 42nd day then every 30 days thereafter. All returned checks will be assessed a \$25.00 service charge. The service charge will be increased to \$35.00 for each subsequent returned check. The seller does not waive any additional remedies available under applicable state law for any check returned by the Purchaser's bank due to insufficient funds. The Purchaser shall pay all attorney's fees, collection and court costs and other expenses incurred by the Seller to collect any obligations owing by the Purchaser, whether or not incurred in connection with litigation. The Purchaser agrees that the venue of any action to enforce this Credit Application and Agreement will be in Sonoma County, CA.

The Purchaser hereby authorizes the Seller to obtain a consumer credit report and obtain information from credit references on the sole proprietor, president or officer of corporation, LLC or partnership, for the purpose of evaluation of creditworthiness in connection with this Application and Agreement.

SIGNATURE(S) REQUIRED

BY: X

_____ SIGNATURE	_____ DATE
_____ PRINTED NAME	_____ TITLE
_____ WITNESS SIGNATURE	_____ DATE
_____ PRINTED NAME	
_____ SIGNATURE	_____ DATE
_____ PRINTED NAME	_____ TITLE
_____ WITNESS SIGNATURE	_____ DATE
_____ PRINTED NAME	

BY: X

SALES TAX RULES AND REGULATIONS

To Our Customers:

In compliance with Sales and Use Tax Laws it is necessary that we have from all of our customers a signed re-sale certificate, with their State Sales Tax Permit Number, to show that the merchandise has been purchased for re-sale.

The resale Certificate signed by you is valid only for property sold for resale in the normal conduct of your business.

Under "Description of property to be purchased" there may appear:

- (1) Either an itemized list of the particular property to be purchased for resale, or
- (2) A general description of the kind of property to be purchased for re-sale.

Please insert your **NEW SALES TAX PERMIT NUMBER, WITH YOUR SIGNATURE AND ADDRESS ON THE ATTACHED RE-SALE CERTIFICATE AND RETURN IT TO US AT ONCE.**

CALIFORNIA SALES TAX RESALE CERTIFICATE

I HEREBY CERTIFY:

That I hold valid seller's permit No. _____
issued pursuant to the Sales and Use Tax Law, that I am engaged in the business of selling _____

_____ that the tangible personal property described herein which I shall purchase from Regal/Royal Wine Co. will be resold by me in the form of tangible personal property; PROVIDED, however, that in the event any of such property is used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that I am required by the Sales and Use Tax Law to report and pay the tax, measured by the purchase price of such property.

Description of property to be purchased: _____

Wine and Wine Products

Purchaser: _____
By: **X** _____
Dated: _____ 20____
Address: _____
at: _____ Zip Code: _____

INSTRUCTIONS: Please print or type. **MUST BE COMPLETED IN FULL.** For inquiries concerning this credit application please call (800) 467-5899.

PLEASE NOTE: The Federal Equal Credit Opportunity Act prohibits credit grantors from discriminating against credit applicants on the basis of 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 grantor is the Federal Trade Commission.

Legal Name _____ Trade Name (dba) _____

Delivery Address _____ City _____ State _____ Zip _____

Mailing Address _____ City _____ State _____ Zip _____

Phone No. (____) _____ Fax No. (____) _____ Buyer _____

Name of bookkeeper or accountant _____ Phone No. (____) _____

Bookkeeper or accountant e-mail address _____

Hours of delivery _____ Buyer e-mail address _____

BUSINESS OWNERSHIP:

Please check one:

Individual If a corporation, under laws of what state? _____

Partnership Date Incorporated _____ Name of Corporation _____

L.L.C. _____

Corporation Type: Public Private County where located _____

BUSINESS INFORMATION:

New Owner? Yes — Purchase Date _____ No — Length of time in business at this location _____

PLEASE ATTACH SALES TAX EXEMPTION CERTIFICATE. Sellers Permit # _____
We are required to charge sales tax unless we receive an exemption certificate. (Attach CA Sales Tax Resale Certificate)

ABC License No. _____ Licensee _____
(Type - 2 digit) (Lic# - 6 digit)

Full names of owners, partners or corporate officers must be provided: (use an additional sheet if necessary)

1. NAME (First, Middle, Last) _____ TITLE _____ SOCIAL SECURITY NO. _____

HOME ADDRESS _____ CITY _____ STATE/ZIP _____ HOME TELEPHONE _____

2. NAME (First, Middle, Last) _____ TITLE _____ SOCIAL SECURITY NO. _____

HOME ADDRESS _____ CITY _____ STATE/ZIP _____ HOME TELEPHONE _____

3. NAME (First, Middle, Last) _____ TITLE _____ SOCIAL SECURITY NO. _____

HOME ADDRESS _____ CITY _____ STATE/ZIP _____ HOME TELEPHONE _____

BANK REFERENCE

BANK NAME _____

CITY _____ STATE _____ ZIP _____

TELEPHONE NUMBER _____

CHECKING ACCOUNT NUMBER _____

SAVINGS ACCOUNT NUMBER _____

TRADE REFERENCES where credit is established
(Preferably other Food & Beverage Distributors)

SUPPLIER _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

(____) _____ TELEPHONE _____ TERMS _____

SUPPLIER _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

(____) _____ TELEPHONE _____ TERMS _____

SUPPLIER _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

(____) _____ TELEPHONE _____ TERMS _____