



P.O. Box 1707 • Hampton, VA 23669-1707 • Phone (757) 951-0322 • Fax (757) 951-0323

1/01/08

To Shipper/Consignee,

Welcome to Amory Transportation LLC! We are excited at the opportunity to meet all of your refrigerated and frozen transportation needs. If we bill you for freight, please complete the enclosed credit application and fax to the attention of Maggie Haynes at 757-951-0323. If you are a shipper and we will bill your customer please forward this information to them or have them contact us. Credit will not be extended and freight will not be transported without a credit application on file.

- All freight terms are Net 15 Days.
- Finance charges are added to unpaid balances 30 days old and are computed at a rate of 1.5% per month (18% per annum).
- A completed Billing Adjustment Form must accompany any adjustments made to our original invoice and included with payment.
- Proof of Delivery tickets accompany all shipments. Freight dropped at unattended facilities will not have a signed POD. If you expect to receive freight in this manner please prearrange it with our dispatcher.
- Damages and shortages must be reported to the office with 24 hours of receipt of product using the Damages/Shortages Form.
- Make checks payable to: Amory Transportation LLC
P O Box 1707
Hampton, VA 23669

Feel free to contact me, or our trucking manager, Tommy Ward, with any questions or concerns that you may have.

Visit our web site www.amorytrans.com for contact information, shipping and billing policies, forms, terms, etc. We look forward to doing business with you!

Sincerely,

C. Meade Amory
President

Fax to: 757-951-0323



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Credit Application and Agreement

A. APPLICANT

Legal Business Name: _____
(List all Trade Names, DBA's; Divisions or Subsidiaries)

Street Address: _____ City: _____ State: ____ Zip: _____

Mailing Address: _____ City: _____ State: ____ Zip: _____

Phone: _____ Fax: _____ E-Mail: _____

Shipping Address: _____ City: _____ State: ____ Zip: _____

Estimated Annual Sales: _____ Person to contact about Account: _____

Credit Line Requested: \$ _____ Type of Business: _____ Years in Business: _____

B. BUSINESS INFORMATION

Sole Proprietorship Owner: _____ SS#: _____

Partnership Partner: _____ SS#: _____

Partner: _____ SS#: _____

Corporation/LLC President/Manager/Member: _____ SS#: _____

Vice President/Member: _____ SS#: _____

Secretary/Member: _____ SS#: _____

Treasurer/Member: _____ SS#: _____

Federal Tax No. (if applicable) _____ Purchases subject to sales tax? Yes No (if no, enclose signed exemption certificate)

C. BANK REFERENCE

Bank: _____ Branch: _____ Phone: _____

Address: _____ City: _____ State: ____ Zip: _____

Officer Contact: _____ Acct. #: _____ Type of Acct: _____

Acct. #: _____ Type of Acct: _____

I hereby authorize bank named above to release information requested for the purpose of obtaining and/or reviewing credit.

D. TRADE REFERENCES (Please fill out 3 references)

<u>Company Name</u>	<u>Contact</u>	<u>Address</u>	<u>Phone/Fax #s</u>
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1. _____

2. _____

3. _____

TERMS OF AGREEMENT AND APPLICATION FOR CREDIT

In consideration of Amory Transportation LLC's extension of credit to Applicant, Applicant agrees to pay under the terms of this Credit Application and Agreement (the "Agreement") when due (a) all debts, liabilities and obligations, now existing or hereafter coming into existence (collectively, "Obligations"); (b) a service charge not to exceed 1½% per month, or 18% per annum, (or the maximum allowable contract rate under applicable law) on the unpaid balance of any account or other Obligations (the "Service Charge"); and (c) reasonable attorneys' fees, costs and expenses incurred in connection with and related to the collection and enforcement, or any attempts at collection and enforcement, of the Obligations of Applicant, by or through any attorney or collection agency.

Applicant agrees to pay for all goods purchased in compliance with the prevailing terms of Amory Transportation LLC. If Applicant fails to comply with the prevailing terms of Amory Transportation LLC or any provisions of this Agreement, Amory Transportation LLC may declare the unpaid balance of the Obligations immediately due and payable. In this event, Applicant agrees to pay such balance upon demand or Amory Transportation LLC may, in the manner and as provided by applicable law, retake the goods or pursue any further remedy provided by applicable law.

Applicant hereby authorizes the use of this document, or a facsimile thereof, as consent for the release of credit information to Amory Transportation LLC by the above-listed Trade and Bank References.

Applicant certifies that the statements on this Agreement are true, correct and complete, and that they have been made in order to obtain credit from Amory Transportation LLC. Applicant acknowledges that Amory Transportation LLC may verify any and all information supplied by Applicant.

If more than one person shall execute this Agreement, the term "undersigned" shall mean all parties executing this Agreement, and any liability under this Agreement shall be joint and several. Applicant hereby acknowledges that Amory Transportation LLC may, in its sole discretion, require Applicant to obtain a personal guaranty for the credit herein extended, which guaranty shall be a condition of Amory Transportation LLC's extension of credit.

Applicant has executed this Agreement under seal, this the _____ day of _____, 20_____.

IF CORPORATION (must be signed by a duly authorized officer)

Name of Corporation
By: _____
Signature of Officer

Name of Officer

Title

IF INDIVIDUAL OR SOLE PROPRIETORSHIP

Signature

Name

IF LIMITED PARTNERSHIP OR GENERAL PARTNERSHIP (must be signed by all general partners)

Name of Partnership
By: _____
Signature of General Partner

Print Name of General Partner

By: _____
Signature of General Partner

Print Name of General Partner

IF LIMITED LIABILITY COMPANY (must be signed by a duly authorized manager or managing member)

Name of Company
By: _____
Signature of Manager/Managing Member

Name and Title of Manager/Managing Member

PERSONAL GUARANTEE

In order to induce AMORY TRANSPORTATION LLC (the "Company"), its successors and assigns, to extend credit to _____ (the "Obligor"), its assigns and/or successors, and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned guarantor(s) (whether one or more) has guaranteed and by this instrument does hereby unconditionally guaranty the full payment of any and all outstanding sums owed by the Obligor to the Company including, without limitation, orders, accounts and account balances, charges or other extensions of credit granted to the Obligor, or its assigns or successors, and full performance of all obligations, liabilities and duties imposed upon Obligor by the Company for the next succeeding five (5) years from the date hereof, as if the undersigned guarantor(s) was the Obligor. This guaranty shall be construed as an absolute, continuing and unqualified guaranty of payment and performance by said Obligor and its assigns and/or successors. The Company, its successors and/or assigns, shall not be required to proceed first against the above named Obligor, or its assigns and/or successors, before enforcing any liability, obligation or duty guaranteed hereby against the undersigned guarantor(s). Litigation may be brought against the undersigned guarantor(s) without joinder of any party. The liability of the undersigned guarantor(s) shall not be affected by any compromise, settlement or variation of terms which may be extended by the Company to the Obligor, unless otherwise agreed to by the Company. The undersigned guarantor(s) hereby specifically waives any requirement that the undersigned guarantor(s) be given any notice of acceptance of this Personal Guaranty and all other notices in connection herewith, including, without limitation, Notice of Default of payment by said Obligor or its assigns or successors. The undersigned guarantor(s) promises to pay in addition to all principal due on its obligation, a sum of thirty percent (30%) thereof for attorney's fees and/or collection charges. The undersigned guarantor(s) further waives any homestead exemption as to any liabilities incurred under this Personal Guaranty, and makes this Personal Guaranty binding on all heirs, successors, administrators, or executors of the undersigned. In the event that the Company obtains the signature of more than one guarantor on this page or obtains additional guarantors hereafter, the undersigned agrees that the Company may, in the Company's sole discretion, (i) bring suit against all guarantors jointly and severally or against any one or more of them; (ii) settle with any one or more; or (iii) release one or more from liability. No such action shall impair the rights of the Company to enforce the Personal Guaranty against any remaining guarantor or guarantors, including the undersigned. If the undersigned is a corporation, limited liability company or other entity, then the undersigned officer or authorized representative represents and warrants that he or she has the authority to execute this Personal Guaranty, and all appropriate corporate, company, partnership or joint venture action has been taken to authorize the same.

The undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a consumer credit report on the undersigned, by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

_____	_____	_____
Print Name	Sign Name	Date
_____	_____	_____
Print Name	Sign Name	Date

Witness		

The Federal Equal Opportunity Act prohibits creditors 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 law concerning this credit is the Federal Trade Commission, Division of Credit Practices, 6th and Pennsylvania Avenue, NW, Washington, D.C. 20580.