



25 Van Dyke Ave
 New Brunswick, NJ 08901
 Phone: 800-828-3865
 Fax to: 732-296-6648

Plainfield Tobacco and Candy Co., Inc t/a
 Resnick Distributors

Email to: accounting@resnickdistributors.com

Please complete this application by entering the information requested below. Incomplete applications may cause delays in approval. If you are sales tax exempt, please include a signed tax-exempt certificate. We limit the collection of information about our customers to what we need to know to qualify them for credit. Resnick Distributors respects your privacy and is committed to protecting it at all times.

Applicant Information

| | | | | | |
|------------------|----------------------|-------------------------------------|----------------------------------|-------------------|-------|
| Customer # | Date | Salesperson # | Salesperson Name | Years in Business | |
| Trade Name | | Federal Tax ID # | Cigarette Carton Volume per Week | | |
| Corporate Name | | Ship To (if different from bill to) | | | |
| Bill To Address | | Ship To Address | | | |
| City | State | City | State | | |
| Zip Code | Bill To Contact Name | Zip Code | Ship To Contact Name | | |
| Business Phone # | Cell Phone # | Fax # | Business Phone # | Cell Phone # | Fax # |
| Bill To Email | | Ship To Email | | | |

Principal Information

| | | | | | |
|-------------------|--------------|-------------------|-------------------|--------------|-------------------|
| Principal #1 Name | | | Principal #2 Name | | |
| Home Address | | | Home Address | | |
| City | State | Zip Code | City | State | Zip Code |
| Home Email | | | Home Email | | |
| Home Phone # | Cell Phone # | Social Security # | Home Phone # | Cell Phone # | Social Security # |

Trade References (Please include current cigarette supplier)

| | | | | | |
|----------------------|---------|----------------------|---------|-------|----------|
| Company Name | Phone # | Company Name | Phone # | | |
| Contact Name & Title | Fax # | Contact Name & Title | Fax # | | |
| Address | Email | Address | Email | | |
| City | State | Zip Code | City | State | Zip Code |

Banking References

| | | | |
|-----------|--------------|-------|-----------|
| Bank Name | Contact Name | | |
| Address | City | State | Zip Code |
| Phone # | Fax # | ABA # | Routing # |



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Security Interest: To secure payment of monies owed for our purchases from Plainfield Tobacco & Candy Co., Inc., t/a Resnick Distributors ("Resnick") and under our guaranty, the undersigned hereby grant to Resnick (a) a purchase money security interest in all inventory purchased and all products and proceeds thereof, including accounts receivable, and (b) a security interest in all of our assets, including but not limited to inventory, accounts, accounts receivable, equipment, contract rights, chattel paper, documents, instruments, general intangibles, insurance proceeds, and all products and proceeds thereof. We hereby authorize Resnick to file UCC-1 financing statements, UCC-3 amendment statements and other documents with the appropriate filing authority against any or all of us to perfect, amend, renew and/or assign this security interest from time to time. Each of the undersigned and our customers or resellers (collectively, the "Purchaser") agrees to make payment in full for all purchases in accordance with the terms included the respective invoice(s). Should the Purchaser not pay in full all amounts owed to Resnick when due, and within the stated terms. The Purchaser agrees to pay all reasonable out of pocket expenses, including reasonable attorney fees calculated at 33% of the amounts owing, and costs incurred by Resnick in the collection of any obligation of the Purchaser owed to Resnick.

Continuing Guarantee: To induce Resnick to open an account with or for the benefit of each of us, the undersigned, being the individual Purchaser or the principals, owners and/or officers of any Purchaser that is an entity signing this application, hereby jointly, severally, personally and unconditionally guaranty the prompt payment and performance of each of the obligations of the Purchaser to Resnick. This is a direct guaranty, and Resnick shall not be obligated to exhaust its remedies against any of the Purchaser or the undersigned before proceeding against the others. This guaranty is a continuing guaranty, and secures all obligations in existence on the date hereof or to exist in the future. We understand that an interest charge of 1.5% per month (18% per year) will be charged on all outstanding balances. We and the Purchaser also authorize Resnick to obtain credit reports against any or all of us.

Returned checks are subject to a \$35.00 fee, and are due in cash immediately.

Regulations: The Purchaser and each of the undersigned agree to comply with all federal and state regulations pertaining to sales and distribution of cigarettes and tobacco products. Specifically, the Purchaser agrees not to sell any cigarettes and tobacco products over the internet or via mail as prohibited by the federal wire fraud and mail fraud statues and other applicable law. The Purchaser and each of the undersigned agree to report their sales truthfully and accurately according to any manufacturer programs applicable to them.

Claims and Returns: All claims for damages, shortages, shipping errors and other discrepancies to the Purchaser's order must be called in to Resnick by the Purchaser within twenty-four (24) hours after the Purchaser's receipt of goods. The Purchaser's failure to comply with the foregoing constitutes a waivers by the Purchaser of any such claim. After the 24 hour grace period, all returns must be pre-approved by Resnick at its discretion. Any return for a reason other than Resnick's error will be subject to a 15% restocking fee. Damaged product that is accepted for return by Resnick in its sole and absolute discretion will be credited subject to a 20% handling fee. Items not purchased from Resnick are not returnable for credit.

Acceptance by the Purchaser of Resnick's goods shall constitute a firm contract on all the terms and conditions set forth herein. The contract between Resnick and the Purchaser that embodies these terms shall be governed by and construed according to the laws of the State of New Jersey.

Confidentially: The Purchaser and the undersigned acknowledges and agrees that all pricing and inventory information, customer and rate lists, sales information, invoices and any other documents provided by Resnick, constitutes confidential and proprietary information owned by Resnick and the Purchaser and the undersigned shall keep such information with any third parties, including but not without limitation to other wholesalers, manufacturers or retailers without prior written approval from Resnick.

| | |
|------|------|
| Name | Name |
|------|------|

| | | | |
|-----------|------|-----------|------|
| Signature | Date | Signature | Date |
|-----------|------|-----------|------|