

CONFIDENTIAL CREDIT APPLICATION – STANDARD CREDIT TERMS AND CONDITIONS – CALIFORNIA (PAGE 1 of 4)

Approved: Y / N								Resale: Y / N	
ABOVE LINE FOR VILLAGE NURSERIES USE ONLY									
Check Appropriate Box: <input type="checkbox"/> Corporation <input type="checkbox"/> LLC		<input type="checkbox"/> General Partnership <input type="checkbox"/> Individual (sole proprietor)		Credit Limit Requested: \$		Phone: ()		Fax: ()	
Business Name				Incorporation or Business Start Date:		Contractor License #			
Fictitious business name(s):				Net Worth: \$ (Attach Financial Statement)					
Street Address (Do not use P.O. Box)				Tax exempt? <input type="checkbox"/> Yes <input type="checkbox"/> No (Attach completed certificate)		Resale Number:			
City		State		Zip Code		County		E-mail Address	
Billing/Mailing Address (If different than above)								Contact Person:	
City		State		Zip Code		County		Contact Person Cell or Direct Phone: ()	
License Bond Surety:				Bond Amount:		Bond No.			
Has Buyer, its officer(s), partners(s) or member(s) ever filed for bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No				Date(s):		Court/Case No:			
(If more than one, please explain on a separate page)									
COMPLETE THIS SECTION IF YOU ARE A PARTNERSHIP, CORPORATION OR LLC									
Officers Names & Addresses (must include president, treasurer secretary)				Title	Social Security #	Name of Spouse		Home Phone	
1. _____				_____	- - -	_____		_____	
2. _____				_____	- - -	_____		_____	
3. _____				_____	- - -	_____		_____	
4. _____				_____	- - -	_____		_____	
General Partners (if partnership) or Members (if LLC) & addresses				Title	Social Security #	Name of Spouse		Home Phone	
1. _____				_____	- - -	_____		_____	
2. _____				_____	- - -	_____		_____	
3. _____				_____	- - -	_____		_____	
4. _____				_____	- - -	_____		_____	
COMPLETE THIS SECTION IF YOU ARE AN INDIVIDUAL PROPRIETOR									
Name of Owner			Name of Spouse			Previous employer, if less than 3 years			
Home Address				Years at current address		Home Phone # ()		Date of Birth: / /	
Former Address				Other Names Previously Used:				Social Security # - - -	
BANK REFERENCE									
Name of Bank			Address			Telephone: ()			
Contact Person at Bank				Title of Officer		Account # and Name			
Other (Type/Account #)				(Attach Latest Bank Statement)					

TRADE CREDIT REFERENCES

Name	Address	Phone ()	Fax ()	Acct #
Name	Address	Phone ()	Fax ()	Acct #
Name	Address	Phone ()	Fax ()	Acct #

1. Has Buyer, its officer(s), partners(s) or member(s) ever done business with or applied for credit with Village Nurseries before Yes No
2. If yes, when, and under what name(s): _____.
3. Are business premises owned? Yes No Fair Market Value: \$_____ Total amount of all mortgages and liens: \$_____.
4. Does Applicant do business in any of the following states (check all that apply): Arizona Colorado Idaho Nevada Texas Utah
[The attached Terms and Conditions apply to all sales, whether intended for use in or outside of California]

I have read and fully understand the Standard Terms and Conditions attached to this Application and agree to be bound by those Terms and Conditions. I represent that I am authorized to enter into this Agreement on behalf of the Applicant. On behalf of Applicant, I agree to pay for all purchases within terms. If not designation of payment is provided at the time of payment, all payments shall be applied to the oldest unpaid balances. This Agreement applies to all transactions between Applicant and its affiliated entities, and Village Nurseries Wholesale, LLC, Village Nurseries, L.P., Village Nurseries, LLC and/or their affiliated entities (collectively, "Village Nurseries"), and cannot be changed except in a writing signed by an authorized manager or officer of Village Nurseries.

Date	Signature	Spouse's Signature
Printed Name	Spouse's Printed Name	

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AUTHORIZATION TO OBTAIN CONSUMER CREDIT REPORT

The undersigned hereby give consent for Village Nurseries to obtain a consumer credit report for the express purpose of evaluating the credit worthiness of all individuals connected with the Application named in this application for credit.

Consumer credit reports may be taken of such persons at any time hereafter without further notice or permission, until and unless permission is expressly revoked, in writing.

ALL OFFICERS, PARTNERS AND MEMBERS IDENTIFIED ON PAGE ONE MUST COMPLETE AND SIGN THIS SECTION

NAME:	DATE:	SOCIAL SECURITY NO.	SIGNATURE
NAME:	DATE:	SOCIAL SECURITY NO.	SIGNATURE
NAME:	DATE:	SOCIAL SECURITY NO.	SIGNATURE
NAME:	DATE:	SOCIAL SECURITY NO.	SIGNATURE
NAME:	DATE:	SOCIAL SECURITY NO.	SIGNATURE
NAME:	DATE:	SOCIAL SECURITY NO.	SIGNATURE

Continuing Personal Guarantee

For valuable consideration, including, but not limited to, the consideration of Village Nurseries Wholesale, LLC, Village Nurseries, L.P., Village Nurseries, LLC and/or their affiliated entities (collectively, hereinafter referred to as "Village Nurseries"), at my request, giving or extending terms of credit to the Applicant named in the credit application submitted herewith ("hereinafter called "Debtor"), I hereby give this Continuing Personal Guaranty for, and unconditionally and irrevocably guarantee to, Village Nurseries, its transferees, successors and assigns, for the payment and performance in full of any obligations and indebtedness, direct or contingent, of Debtor to Village Nurseries, plus all interest, attorneys' fees, costs of court and other charges of whatsoever nature and kind, whether due or so become due and whether now existing or hereafter arising. It is expressly understood that this individual Continuing Personal Guaranty covers any debt that may now be existing, or any renewals thereof, as well as any other or further indebtedness that may be made, and renewals thereof, while this Continuing Personal Guaranty remains in effect, and I hereby bind and obligate myself, my heirs, successors and assigns, with Debtor, jointly and severally for the payment of such indebtedness precisely as if the same had been contracted and was due or owing by me personally, hereby agreeing to, and binding myself, my heirs, successors and assigns, to all of the terms and conditions contained in the credit agreement and all other documents incorporated therein by reference and any note or notes, signed or to be signed by Debtor, making me a party thereto. I waive all notice of any kind whatsoever in connection with any obligations of the Debtor. I agree to pay upon demand at any time to Village Nurseries, its transferees, successors or assigns, the full amount of Debtor's indebtedness plus interest, attorneys' fees, costs of court and other charges, as set forth above. I authorize Village Nurseries, without notice or demand and without affecting my liability hereunder, from time to time to renew, compromise, extend, accelerate or otherwise change the time for payment of, or otherwise change the terms of the indebtedness of the Debtor or any part thereof, including any increase or decrease of the rate of interest thereon; to take and hold security for the payment of this Continuing Personal Guaranty or the indebtedness guaranteed, and exchange, enforce, waive and release any such security; apply such security and direct the order and manner of sale thereof as Village Nurseries in its discretion may determine; and release or substitute any one or more of the endorsers or guarantors. I waive any right to require Village Nurseries to proceed against Debtor or to proceed against or exhaust any of Debtor's security held by Village Nurseries or to pursue any other remedy in its power whatsoever; I waive any defense arising by reason of any disability or other defense of the Debtor; I waive any right of subrogation or to participate in

any security now or hereafter held by Village Nurseries; I waive the benefit of any statute of limitations affecting my liability hereunder or the enforcement thereof; and I waive presentment, demand for performance, notice of non-performance, protests, notice of protest, notice of dishonor, notice of acceptance of this Continuing Personal Guaranty and all other notices of the existence, creation or incurring of new or additional indebtedness. I hereby agree that any applicable state laws requiring the creditor to take any action against the principal or any other prerequisite act are hereby expressly waived.

The obligations hereunder are joint and several and independent of the obligations of the Debtor and a separate action or actions may be brought and prosecuted solely against me even if no action is brought against the Debtor. Any indebtedness of the Debtor now or hereafter held by me is hereby subordinated to the indebtedness of the Debtor to Village Nurseries, and Village Nurseries, at its option, can require me to collect, enforce, and receive such indebtedness as trustee for Village Nurseries to be held and paid over to Village Nurseries without reducing or affecting in any manner my liability under the provisions of this Continuing Personal Guaranty. It is expressly agreed that this Continuing Personal Guaranty is absolute and complete and that acceptance and notice of acceptance thereof by Village Nurseries are therefore unnecessary and are hereby expressly waived. This Continuing Personal Guaranty shall continue in full force and effect until surrendered and delivered to the undersigned and any existing indebtedness is paid in full. By signing this Continuing Personal Guaranty, I authorize Village Nurseries or its agent to investigate my personal credit and financial records, including my banking records. As part of such investigation, I authorize Village Nurseries to request and obtain consumer credit reports on me in connection with the opening, monitoring, renewal and extension of this and other accounts with Village Nurseries and the marketing of other products and services to me and my business by Village Nurseries. I further authorize Village Nurseries to share the information received from my consumer credit report with Village Nurseries parent, subsidiaries and affiliates (and others, if applicable). I knowingly consent to the use of such report(s) in any manner consistent with the Federal Fair Credit Reporting Act as contained in 15 USC §§ 1681, et seq. Applicant and I warrant that the materials to be purchased are not for any personal, family, or household purposes.

Absent the guarantor demonstrating to the satisfaction of Village Nurseries the existence of unencumbered sole and separate property equal to or greater than the amount of credit to be extended to Debtor, both the guarantor and the guarantor's spouse must sign this Continuing Personal Guaranty. Where both spouses sign below, it is understood that all of the community property and separate property of each of the spouses signing this Continuing Personal Guaranty is available to satisfy the obligations of the undersigned hereunder. If more than one guarantor signs this Continuing Personal Guaranty, the obligations of all hereunder shall be joint and several.

Date	Print and Sign Name	Print and Sign Spouse's Name (if applicable)
Date	Print and Sign Name	Print and Sign Spouse's Name (if applicable)
Date	Print and Sign Name	Print and Sign Spouse's Name (if applicable)

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Standard Terms and Conditions

- 1. Conditions of Sale.** All sales are expressly conditioned upon Applicant/Buyer's agreement to the terms and conditions on this form and credit application. Any order or statement of intent to purchase any goods from Village Nurseries Wholesale, LLC, Village Nurseries, L.P., Village Nurseries, LLC and/or their affiliated entities (hereinafter "Village") or any direction to proceed with procurement or shipment of any of said goods, or acceptance of all or part of such goods, or payment of all or part of such goods shall constitute assent to these terms and conditions. Any different or additional terms and conditions proposed by Buyer in a purchase order or otherwise, are objected to by Village and will not be binding upon Village unless specifically agreed to in writing by an authorized representative of Village's management. These terms and conditions of sale represent the entire sales agreement of the parties as to purchases made by Buyer from Village, except in situations where Village has agreed to other or additional terms and conditions in writing by an authorized agent. Buyer acknowledges guarantees and warrants to Village Nurseries, that the person signing this contract, or any financing statement, bill of lading, delivery ticket or receipt, is a person authorized to sign the same. In the event the Buyer wishes to specify or limit persons in authority to order and purchase on their behalf, it shall be the Buyers responsibility to submit and update such a list. Any and all financial statements, credit information, information supplied by the Buyer or by others on the Buyer's behalf, are part of this agreement. Any false or misleading information constitutes a fraudulent misrepresentation. The Buyer hereby authorizes verification of the Information provided herein including original and supplemental credit checking during the time business is conducted with Village.
- 2. Payment Terms.** All sales are made pursuant to these conditions and all orders are received with the understanding that they are placed under these conditions. Payment terms are net 30 days from date of invoice. Applicant shall make all payments due hereunder in accordance with the terms of this Agreement and as stated on Village's invoices or other notices of terms, without any right of setoff for retention and without regard to any agreement Applicant may have with other parties. Payment of goods shall be made at Village's location in the City of Orange, Orange County, State of California. Applicant consents and submits to the jurisdiction and venue of any state or federal court located within the County of Orange, California. As a material inducement to Village to enter into this Agreement, Applicant waives the right to trial by jury in any proceeding arising out of or related to this Agreement.
- 3. Default.** If Applicant fails to pay in full the invoice amount when due, In the event Buyer does not pay any invoice in full when due, Buyer agrees to pay interest on such past due amounts, until paid in full, at the rate of 1.5% per month (18% per annum), or the maximum rate permitted by law for the sale of goods on time, whichever is less. If it is necessary for Village to commence legal proceedings against Buyer to enforce any of these terms, or on any subsequent written agreement between Buyer and Village, the prevailing party shall be entitled to recover its reasonable attorney fees and court costs. Village may, at its option, permit Applicant to remedy any default under this Agreement without waiving the default so remedied or any other default by Applicant. Applicant waives notice of default of this Agreement and waives presentment, demand, protest, and notice of dishonor as to any instrument issued or delivered to Village.
- 4. Credit Approval and Solvency.** The acceptance of any individual order and terms of payment on all sales and orders are subject to approval by the credit department of Village. No waiver, alteration or modification of any of the provisions hereof shall be binding upon Village unless specifically agreed to in writing by an authorized representative of Village's management. Applicant represents to Village that it is solvent and that any financial information provided reflects the present financial condition of the Applicant. If Applicant is not a corporation or limited liability entity, Applicant acknowledges that Village is relying on the credit worthiness and financial ability of the owner(s) of Applicant. Each owner shall be joint and severally liable for all indebtedness of Applicant to Village under this Agreement. Applicant warrants that all information supplied to Village is accurate and complete. Each representation and the information contained in the Credit Application is material and given to induce Village to provide credit. Applicant will notify Village by certified mail, within forty-eight (48) hours after any material change in Applicant's financial or ownership status. Each order for goods by Buyer shall constitute a representation that Buyer is solvent. Village may suspend pending deliveries during any period when Applicant has overdue balances or evidence of a changed financial condition. If, in the judgment of Village, the financial condition of the Buyer at the time of manufacture or shipment does not justify the terms of payment specified, Village reserves the right to require from Buyer full or partial payment or other adequate assurance of performance before manufacture or shipment. Village reserves the right to suspend its performance until such payment adequate assurance of performance has been received. Buyer, in order to provide security for the payment of the full price of goods furnished hereunder grants Village a security interest in said goods. Buyer agrees to execute any documents or furnish information necessary to perfect this security interest. If Applicant is in default under this Agreement or any of its contracts or obligations with Village, Village may at its option and without notice: (i) declare the entire unpaid balance owed by Applicant due and payable; (ii) postpone further deliveries until such default is remedied; (iii) terminate any and all obligations under any contract; and (iv) refuse further performance without any liability to Applicant.
- 5. Lien Rights.** Applicant agrees to provide to Village, in writing, timely and accurate information regarding bonding companies, general contractors and project owners for the purpose of serving preliminary notices and claims on payment bonds, stop payment notices or mechanic's liens. Buyer guarantees and warrants that plant materials designated to the identified job or project will be delivered to be used and made part of said identification job or project. Buyer grants to Village a security interest, pursuant to the California Uniform Commercial Code, in the plant material and in all additions and accessions hereto, and title to all said plant materials shall not pass to Buyer until all sums hereunder are fully paid. Buyer assumes all risk of loss or damage to said plant materials from and after the time of delivery to Buyer. All parties agree that this document constitutes a security agreement. This security agreement covers all property of the same character as that covered by this agreement, which Buyer may hereafter acquire at anytime until the termination of this agreement.

6. Delays. In no event will the Seller assume any responsibility for delays in shipment or delivery. Shipping dates are not guaranteed, but if stated, are based upon best information then available and unless otherwise specifically stated in writing are subject to change without notice. All promises of shipment of delivery are approximated as closely as possible by the Seller, but are subject to weather conditions, fires, strikes, disputes with workmen, floods, accidents, embargoes, delays in transportation, mechanical breakdowns, shortages of fuel, water or other material, shortages of labor, action by governmental agencies or military authorities, riots or other civil disturbance, insolvency or other inability to perform by third parties, or any other commercial impracticabilities or other causes beyond the reasonable control of Village. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of delay. If Village is unable to complete delivery of any part of an order, Applicant shall accept such part of the order as Village is able to deliver and Applicant shall pay for the part delivered pro rata at the same rate as the whole of the order agreed to be sold and on the same terms of payment.
7. Quotations. Unless otherwise stated, quotations expire 30 days from date thereof, and may be modified or withdrawn by Village prior to any acceptance. All quotations and prices are subject to change without notice. Prices do not include any present or future sales, use, excise, value-added or similar taxes, and where applicable, such taxes shall be billed as a separate item and paid by the Buyer. Village reserves the right to correct all errors and omissions. Quantities and unit prices are for the specific quotations only. Any increase or decrease in quantities shall not be permitted without an express agreement by Village. Village assumes no responsibility for quoted materials meeting any project specifications or requirements unless specifically so stated in a written quotation from Village.
8. Claims. It shall be the Buyer's responsibility to verify the accuracy of the delivery upon receipt, and any claims of shortages must be made in writing no later than three calendar days after delivery and receipt. No goods will be accepted for return without the written permission of Village. Normally stocked items in resalable will be accepted for credit subject to a restocking charge. Goods will not be accepted for return after 30 days from date of delivery. All goods claimed to be defective shall be held subject to inspection by Village and/or the manufacturer. Should shipments be held or stored beyond delivery date for convenience of Buyer, Village may, at its option, assess reasonable charges for any expense incident to such delay. Village may exercise the right of set-off under this Agreement as to any sums owed by Applicant and/or its affiliates under any other contract or agreement with Village and/or its affiliates.
9. Limitation of Warranties. Village provides an express warranty on the plant materials it sells. The remedies and warranties set forth therein shall constitute the exclusive remedy of the Buyer and the sole obligation of the Village. **THERE ARE NO OTHER WARRANTIES, EITHER WRITTEN, ORAL, IMPLIED OR STATUTORY. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.** Except as set forth in its express written warranty, Village's liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any goods hereunder, or their sale, resale, operation of use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such goods or part thereof involved in the claim. Village shall not, under any circumstance, be liable, for any labor charges without the prior written consent of Village. Village shall not in any circumstance be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental or penal damages, including but not limited to, loss of profits or revenue, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of customers of the Buyer for such damages.
10. Miscellaneous. Time is of the essence. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The parties agree that each term and provision of this Agreement shall be construed according to its fair meaning and not strictly for or against any Party. The duties and obligations imposed by this Agreement and the rights and remedies available under this Agreement are to be in addition to, and not a limitation of rights and remedies at law or in equity. Any notice sent to Village shall be in writing and sent by Certified Mail, postage prepaid, to the local Village credit office set forth in this Application or such other writing as Village may later designate. Applicant consents to Village sending information to Applicant regarding Village's products and prices at any time by fax to any fax number provided by Applicant, other electronic means or otherwise. A facsimile copy or electronic transmission will be treated as an original. Applicant shall not assign the Agreement or any interest herein without the prior written consent of Village, and any attempted assignment, whether by operation of law or otherwise, shall be void without such prior written consent. Signatories acknowledge that Village Nurseries will rely, in the extension of credit pursuant hereto, to any personal guarantee.