



MESSICK COMPANY LLC

142 North Central Ave.
Campbell, CA 95008
408-871-9816
Fax 408-871-9839

CREDIT APPLICATION

DATE: _____

COMPANY RESALE #: _____

FIRM NAME: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SHIPPING ADDRESS: _____

PHONE NUMBER: Area code () _____ FAX _____

EMAIL: _____

ORGANIZATION: Proprietorship _____ Corporation _____ Partnership _____

OWNER/S OR OFFICERS NAMES (1) _____ (2) _____

NAME OF BUYER _____ ACCTS PAYABLE CONTACT _____

SHIPPING CONFIRMATION CONTACT _____

SHIPPING CONFIRMATION EMAIL _____ SHIPPING CONFIRMATION FAX _____

YEAR ESTABLISHED _____ NUMBER OF EMPLOYEES _____

SQ. FT. OF HEATED STRUCTURE _____ Open area Production in Acres _____

% of Glass _____ % of Hard Plastic _____ % of Polyethylene _____

DESCRIPTION OF BUSINESS: () Pot Plants () Bedding Plants () Cut Flowers () Ornamental Nsy.
() Wholesale () Retail () Wholesale/Retail () Other

BANK REFERENCES:

(1) NAME: _____ ACCOUNT # _____

ADDRESS: _____ PHONE # _____

(2) NAME: _____ ACCOUNT # _____

ADDRESS: _____ PHONE # _____

TRADE REFERENCES:

(1) NAME: _____ PHONE # _____

ADDRESS: _____

(2) NAME: _____ PHONE # _____

ADDRESS: _____

(3) NAME: _____ PHONE # _____

ADDRESS: _____

CREDIT LIMIT DESIRED \$ _____

Our terms of sale are 2%-10 days, Net 30 unless otherwise stated on the invoice. A Carrying Charge will be assessed against all past due balances. MONTHLY CARRYING CHARGES are 2% per month, 24% per year. Should an account be placed for collection with an outside collector and/or attorney, the costs of such collections, including attorneys fees at trial and on appeal, will be added to the principle amount owing, and you shall be liable for payment of all such attorneys fees. Venue for all proceedings shall be in Santa Clara County, California.

Signed by (Title)

Signed by (Title)

OFFICE USE ONLY
APPROVED BY: _____

DATE: _____
CREDIT LIMIT: _____

GUARANTY

This Guaranty is made as of the _____ day of _____, 20____, by _____, [Check one] husband and wife a single person ("Guarantor"), for the benefit of Messick Company LLC ("Messick").

WHEREAS, Guarantor is a principal in the firm ("Firm") named in the Credit Application on the reverse side of this Guaranty. Firm has applied for an extension of credit ("Credit") by Messick in the amount, and on the terms set forth in the Credit Application. Messick is unwilling to enter grant the Credit unless Guarantor gives Messick an unconditional guaranty of the full, prompt, and complete performance, payment, observance, and fulfillment by Firm of (i) each and every obligation, provision, term, covenant, and condition of the Credit that the Firm is to perform and (ii) the payment as and when due of all indebtedness payable under the Credit (collectively the "Obligations").

NOW, THEREFORE, in order to induce Messick to grant the Credit to Firm and other good and valuable consideration, Guarantor hereby agrees and covenants as follows:

1. *Guaranty of Obligations.* Guarantor, as a material inducement to and in consideration of Messick granting the Credit to Firm, unconditionally and absolutely guarantees to Messick the full, prompt, timely and complete payment, and the full, faithful, prompt and complete performance and observance of any and all Obligations of Firm. Guarantor unconditionally and absolutely covenants and guarantees that, if Firm shall default at any time in the payment or in the performance of any of the Obligations of Firm, Guarantor will promptly perform such Obligations, including payment on demand of all late charges, damages and attorneys' fees and costs included in the Obligations or incurred incidental to, or relating to, Messick's efforts to collect or secure performance of the Obligations, or any part thereof, or Messick's efforts to enforce this Guaranty.

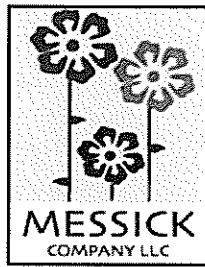
2. *No Discharge of Guaranty; Waiver of Defenses.* The liability of Guarantor, and each of them, under this Guaranty is primary, direct, immediate, joint and several, and shall not be impaired, limited, released, terminated or discharged, in whole or in part, by any of the following events or circumstances, notwithstanding that the same are made or occur with or without notice to Guarantor. Guarantor specifically waives any defenses arising out of any of the following: (a) any amendment or modification of the Obligations; (b) any extensions of time for performance of the Obligations; (c) any waiver of, or failure or refusal to assert or enforce, any Obligation, claims, causes of action, or remedies that Messick may have under the Obligations or with respect to any guaranty or any security; (d) any act, omission or delay that may vary the risk of Guarantor or that would otherwise operate as a discharge of any Guarantor as a matter of law; (e) the failure to give Guarantor any notice; (f) the release of any security, Guarantor, Guaranty, or any rights Messick may have against any person obligated under the Obligations; (g) any transfer by Firm or any assignment of Firm's interest under the Obligations, whether or not with Messick's consent; (h) any bar (temporary, partial, or total) to the pursuit by Guarantor of any right or claim for indemnification from Firm; or (i) any right or claim by Guarantor to be subrogated to the rights or claims of Messick against Firm or in and to the Premises. Messick shall have the right to enforce this Guaranty against Guarantor, or any of them, without pursuing any rights or remedies against Firm, or against any security Messick may hold, and each Guarantor expressly waives the right to require Messick to pursue such rights or remedies, or any other remedies in Messick's power.

3. *Waivers.* Guarantor expressly waives and releases the following: (a) notice of the acceptance of this Guaranty and all presentments, demands for performance, notices of non-performance, protests, notice of protest, notices of dishonor, and all notices of the creation or existence of new or existing Obligations; (b) notice of any change in Firm's financial condition; (c) the right to interpose any substantive or procedural defenses of the law of guaranty, indemnification, and suretyship, except the defenses of prior payment or prior performance (of the obligations which Guarantor is called upon to pay or perform under this Guaranty) or that there is no obligation on the part of Firm with respect to the matter or matters claimed to be in default; (d) all special rights and remedies afforded by applicable law to Guarantors or sureties, including, without limitation, any extensions of time conferred by any law now or hereafter in effect; (e) any right or claim of right to cause a marshaling of Firm's assets or to cause Messick to proceed against Firm or any collateral at any time or in any particular order; and (f) any right against Firm for reimbursement or contribution because of any payment made by Guarantor under this Guaranty, so long as any present or future Obligation of Firm to Messick remains unfulfilled.

4. *Miscellaneous.* (a) *Notice.* All notices and demands required or allowed to be given hereunder shall be in writing and sent by registered or certified mail, return receipt requested, or hand delivered and receipted for, or by fax with receipt, to the address following Guarantor's signature on this Guaranty, or at such other address that Guarantor may designate by notice in writing. (b) *Governing Law, Jurisdiction and Venue.* This Guaranty shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Any action arising out of this Guaranty shall be brought in a court sitting in Santa Clara County, California. Guarantor agrees to submit to the jurisdiction of such court. (c) *No Waiver.* No waiver of any right under this Guaranty shall be effective unless contained in a writing signed by the party sought to be charged with the waiver, and no waiver of any right arising from any breach or failure to perform shall be deemed a waiver of any future right or of any other right arising under this Guaranty. (d) *Entire Agreement.* This Guaranty sets forth the entire agreement of the parties as to the subject matter hereof and supersedes all prior discussion and understandings between them. This Guaranty may not be amended or rescinded in any manner except by an instrument in writing signed by each party hereto. (e) *Interpretation.* If Guarantors are husband and wife, the term "Guarantor", as used in this Guaranty, shall be deemed to apply to each of them individually as well as to their marital community. Each Guarantor executing this Guaranty certifies and represents to Messick that this Guaranty is binding upon them individually and on the marital community composed of each of the individual Guarantors, according to its terms.

IN WITNESS WHEREOF, this Guaranty is executed as of the day and year first written above.

Address:



BLANKET CERTIFICATE OF RESALE

THE UNDERSIGNED CERTIFIES THAT ALL MATERIAL, MERCHANDISE, OR GOODS PURCHASED BY THE UNDERSIGNED FROM MESSICK COMPANY, LLC

AFTER _____
(Date)

IS PURCHASED FOR THE FOLLOWING PURPOSE:

- For resale as a tangible personal property
- To be incorporated as a material or part of other tangible personal property to be produced for sale by manufacturing, assembling, processing or refining
- To be exported for sale, use, or consumption outside the continental limits of the United States
- To be sold outside seller's state
- Other _____

This certificate shall be considered a part of each order, which we shall hereinafter place provided such order contains our certificate number. This is to continue in force until revoked in writing.

Seller's Permit no. _____ Certificate no. _____

Firm: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Signature _____ Title _____