

9610 N Motsenbocker Rd.
Parker, CO 80134
(720) 851 -9447



CONFIDENTIAL CREDIT APPLICATION

Business Legal Name _____

Trade Name _____

Street Address _____

Mailing Address _____

Shipping Address (attach separate page if multiple) _____

City & State _____ Zip Code _____

Bus Tel (_____) _____ Fax (_____) _____

Business Website _____

Contact Person for Payment _____ Title _____

Phone # (_____) _____ Email Address: _____

Type of Business: Corporation Partnership Sole Proprietor Other _____
_____ Limited Liability Company

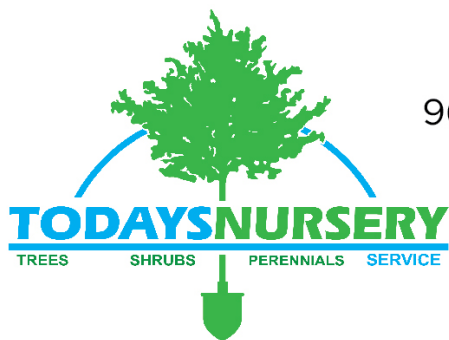
Federal Tax Identification Number _____

Date Business Started _____ Have you purchased from Today's Nursery before? _____

Are you a party to a lawsuit? _____ Have you declared bankruptcy in the last 10 yrs.? _____

List of officers, partners, members, or individual owner and current physical home addresses:
(Attach list if needed)

List of other business entities in which the principal(s) is currently involved in and those previously involved in and how they were concluded (Attach list if needed)



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Names and addresses of at least four established trade references from whom you are presently purchasing and all creditors to whom you are currently past due. (Attach list if needed)

Company Name:	Company Name:
Contact:	Contact:
Address:	Address:
City/State/Zip	City/State/Zip
Phone () Fax()	Phone () Fax()

Company Name:	Company Name:
Contact:	Contact:
Address:	Address:
City/State/Zip	City/State/Zip
Phone () Fax()	Phone () Fax()

Amount of Credit Requested \$ _____ State Sales Tax # _____

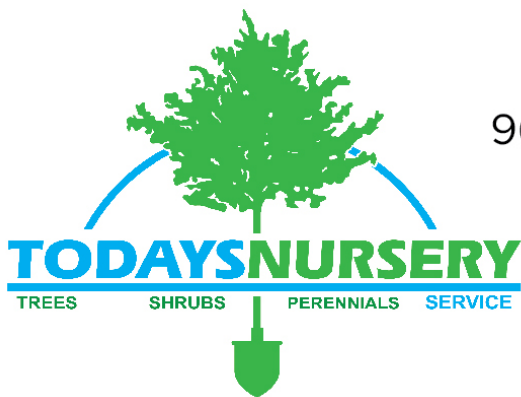
A photo copy of your state tax resale or exemption certificate must accompany this application before any of your purchases can be tax exempt. Your business must be of the nature that assures the resale of products purchased or under Colorado State Law we must collect sales tax.

The undersigned certifies under the penalty of perjury that the information and statements in this application are true and complete and are made for the purpose of inducing Today's Nursery L.L.C. to establish an open account line of credit and that the seller intends to rely on all of the information presented in this application in determining its creditworthiness. In consideration of and in order to establish an open account line of credit, the undersigned promises to pay for all purchases in accordance with the terms of sale set by Today's Nursery L.L.C. Payment of invoices billed is due no later than the 30th day following the purchase unless otherwise explicitly authorized in writing by Today's Nursery L.L.C. For the consideration of extension of credit, the undersigned promises to pay to the order of Today's Nursery L.L.C. interest on past due balances on or before the due date of each month following the due date of any and all charges. In the event said account becomes past-due pursuant to the terms of sale, the undersigned agrees to pay interest to Today's Nursery L.L.C. at the rate of one and a half percent (1.50%) per month or eighteen percent (18%) per annum. All invoices are due per the terms of sale of Today's Nursery LLC. All amounts for purchases from Today's Nursery LLC are payable to the address of: 9610 Motsenbocker Road Parker, CO 80134. The undersigned agrees that if payment on said account is not made on or before the due date and the account is placed for collection, or suit is brought on same, or same is collected through probate or bankruptcy proceedings, the undersigned shall be liable for all costs of collection including reasonable attorney's fees and costs. The undersigned further agrees that if suit is brought, the venue for any litigation shall be Douglas County, Colorado. Today's Nursery reserves the right, but not the obligation, to net monies due from the undersigned applicant including freight or transportation charges. The parties hereto knowingly and intentionally waive the right to a jury trial on any issue or dispute that may arise between them. The undersigned also agrees that notification must be given to Today's Nursery LLC in writing, and by certified mail of any change in ownership, the business name or the business structure under which credit is established. The undersigned agrees to provide financial statements to Today's Nursery upon written request at any time during the tenure that credit is offered to the client by Today's Nursery, LLC. The undersigned also grants a security interest in favor of Today's Nursery, LLC on all product purchased, accounts receivable and proceeds from sale and as detailed in the attached Security Agreement as and hereby authorizes Today's Nursery, LLC to execute and file any UCC financing and continuation statements as Today's Nursery, LLC deems necessary to perfect its, and/or its Assignee's security interest in any purchases made to the undersigned's account, including accounts receivable and proceeds. The person executing this agreement has authority to bind the customer and is authorized by the customer to enter into the credit application terms and conditions. I (We) certify that this request is for the extension of credit for business purposes only and is not intended for the extension of credit for personal, family or household purposes.

By _____ Title _____
 Owner, Partner or Officer (Please Print)

Signature X _____ Date _____

The Federal Equal Opportunity Credit 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 this law concerning this creditor is the Federal Trade Commission, Division of Credit Practices, 6th Street and Pennsylvania Avenue, NW, Washington, DC 20580.



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Bank Reference:

Name of Bank _____ Officer _____

Address _____ City _____ State _____ Zip _____

Phone No.() _____ Checking Account No. _____ Savings _____

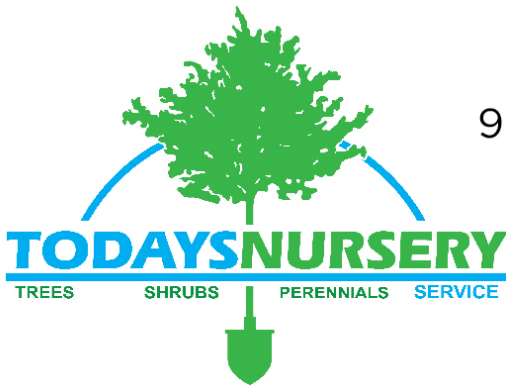
I (we) hereby authorize Todays Nursery L.L.C. or its agent(s) to request and receive credit information regarding me (us) from the bank and references furnished in this application and to run a credit check on Applicant and any guarantors through any credit reporting agency and from any other source deemed reliable by Todays Nursery L.L.C. and I (we) waive any rights or actions which may occur under the Federal Privacy Act or any other law or statute of the United States or the State of Colorado. I authorize Todays Nursery and its agents and attorneys to obtain such information as required, including a credit report. I understand that Todays Nursery will provide me with a copy of any credit report that they obtain.

Owner, Partner or Officer (Please Print)

By _____ Title _____

Signature _____ Date _____

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GUARANTY

In order to induce Today's Nursery L.L.C. to sell materials and extend credit to:

_____ (Customer Name) _____ (Address)

And for good and valued consideration, I/we the undersigned, hereby personally guarantee the payment of all such sums of money as may now be due or may at any time hereafter become due to Today's Nursery L.L.C. This guaranty shall apply to charges incurred by Applicant under the terms of the credit application. This guaranty shall also apply to any other indebtedness owed to Today's Nursery by Applicant. This guaranty shall continue in force notwithstanding the incorporation of the Applicant, change in business form of the Applicant or any change in the form of the indebtedness or extensions of the indebtedness.

This is an absolute, continuing, unlimited guaranty, if the primary debtor does not pay, the obligation becomes the immediate liability of the guarantors, jointly and severally.

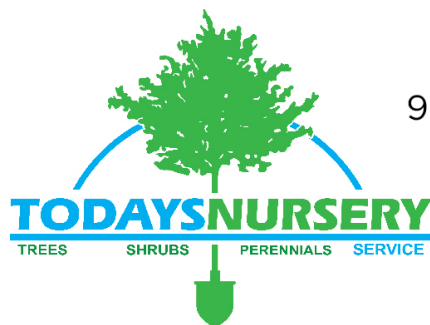
All payments shall be made to Today's Nursery L.L.C. in their offices at 9610 Motsenbocker Road Parker CO 80134. The extension of time of payment, the acceptance or release of notes, drafts, other guaranties, or any security, shall in no way weaken or impair the validity of the guaranty. This guaranty will continue to be in effect until revoked in writing. The undersigned further agrees that its liability for payment will include all costs of collection, including reasonable attorney's fees, together with interest at the rate of 18% per annum pursuant to terms of sale, until paid.

I/We or either of us agrees that this contract is performable in Douglas County, Colorado, and waive the right to be sued elsewhere.

Executed this the _____ day of _____ 20 _____

X _____	_____	_____
Individual Guarantor Signature	Printed Name	Title
X _____	_____	_____

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TERMS AND CONDITIONS

Prices

Quoted prices are for the trade only and are subject to change without notice. Prices do not include federal, state, or local taxes, which are a Buyer's sole responsibility. All prices are quoted in U.S. dollars, F.O.B. Parker, Colorado.

Initial Orders

Unless credit has been approved, all initial orders are to be paid in full before shipment can take place.

Subsequent Orders

All subsequent orders are cash unless arrangements for credit have been established. To establish credit, a completed and signed credit application must be forwarded to Today's Nursery LLC. A submitted credit application does not constitute establishment of credit.

Payment Terms

All invoices are due per Today's Nursery Credit Terms and Conditions listed herein. Payment on initial orders must be executed as listed under "Initial Orders" above. Accounts not paid in full within terms involved with each transaction will be considered past due. Terms are thirty (30) days net from date of invoice. Past Due accounts will accrue interest at the rate of (1.50%) per month (18%) per annum from the Due Date. Past Due accounts may have credit privileges temporarily or permanently (In Today's Nursery's sole and absolute discretion) restricted to a cash-only basis until satisfactory evidence warrants otherwise. Accounts past due for more than 90 days may be turned over for collection at the discretion of the seller, and Buyers shall pay all collection costs including reasonable attorney fees and costs.

Fees

Accounts will be charged \$35 per NSF or Stop-payment check. An NSF or Stop-payment check may result in a cash-basis credit status.

Limited Guarantee

Seller guarantees all stock to be true to name and variety. If any stock proves otherwise, and written notice is provided to Seller within 5 business days of delivery, Seller will, at Seller's option, replace the stock or refund the original purchase price. Buyer's remedies are limited to the original purchase price. Seller shall not be liable for any amount greater than the original purchase price and shall not be responsible for guarantees or warranties given by Buyer to Buyer's customer or for consequential damages. SELLER GIVES NO OTHER WARRANTY, EXPRESS OR IMPLIED AND DOES NOT WARRANT THAT THE GOODS ARE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE. Today's Nursery, LLC reserves the right to cancel all or a portion of stock on order should there be injury from insect and disease, error in counts, weather conditions or other causes beyond Seller's control.

Shipping/Claims

Upon receipt of goods by client, any product *shortages* should be reported in writing immediately (within 24 hours) to your Today's Nursery, LLC account representative or shipping department.

All *damages* resulting from the neglect or mishandling by common carrier shall be addressed by Buyer with said common carrier. The invoice shall be paid in full within agreed terms of sale. Resulting shortages due to damage by Today's Nursery, LLC delivery may be remedied according to methods listed under "*shortages*" above. Buyers picking up their own plant materials are required to do their own verification according to the most recent, signed acknowledgment with respect to the order. Any damages or shortages subsequent to Buyer picking up materials will be considered Buyer's own loss. All shipments are F.O.B. Today's Nursery, LLC. All shipments require written confirmation before Today's Nursery, LLC will release the shipment.

Returns

Once you have signed the packing slip the material is yours. We do not accept returns under any circumstances.

Waiver/Duty to Inspect

Client agrees to examine immediately upon receipt, each of Today's Nursery, LLC's statements and to advise Today's Nursery, LLC in writing of any disputed transactions or statements within 10 days of receipt, together with a written statement specifying the reasons for such dispute. Failure to notify Today's Nursery, LLC of any dispute with respect to defective goods or billing shall constitute a waiver of all such disputes.

By _____ Title _____

Owner, Partner or Officer (Please Print)

Signature **X** _____ Date _____

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SECURITY AGREEMENT

Security agreement made this _____ day of _____, 20____ by and between _____ of, _____ (address) herein referred to as "**Customer/Debtor**", and Todays Nursery, LLC 9610 Motsenbocker Road Parker, CO 80134, herein after referred to as "**Secured Party**."

For valuable consideration and on the terms and conditions stated in this agreement, Customer/Debtor transfer and grant to Secured Party a security interest to the collateral described below, including but not limited to a purchase money security interest in nursery stock, inventory, accounts and proceeds from product sold to Customer/Debtor by Secured Party and agree that the Secured Party shall have the rights stated in this agreement with respect to the collateral in addition to all other rights which Secured Party may have by law. The collateral description is as follows:

The word "collateral" as used in this agreement means the following described property, whether now owned or hereinafter acquired, whether now existing or hereafter existing, and wherever located, to which Customer/Debtor is giving to Secured Party a security interest for the payment of all indebtedness now existing or future indebtedness and liabilities in performance of all other obligations under this agreement: **All nursery stock, inventory, accounts, proceeds, machinery and equipment and general intangibles.** In addition, the word "collateral" also includes all the following items, whether now owned or hereafter acquired, whether now existing or hereafter existing and wherever located.

- A. All accessions, attachments, accessories, tools, parts, supplies, replacement of and additions to any of the collateral described herein, whether added now or later.
- B. All products and produce of any of the property described in this collateral section.
- C. All accounts, general intangibles, instruments, rents, monies, payments and all other rights existing out of a sale, lease, consignment, or other disposition of any of the property described in this collateral section.
- D. All proceeds (including insurance proceeds) from the sale, destruction, loss or other disposition of any of the property described in this collateral section and sums due from a third party who has damaged or destroyed the collateral or from that party's insurer, whether due to judgment, settlement or other processes.
- E. All records and data relating to any of the property described in this collateral section, whether in the form of a writing, photograph, microfilm, microfiche or electronic image, together with all of Customer/Debtor's right, title and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

CREATION OF SECURITY INTEREST

Pursuant to the provisions of the Colorado Uniform Commercial Code, Customer/Debtor grants to Secured Party a security interest in the collateral described above to secure the payment and performance of Customer/Debtor's obligations to Secured Party.

OBLIGATIONS SECURED BY THIS AGREEMENT

The obligations secured by this agreement are:

- A. Payment and performance of all open accounts, including cash accounts, and existing and future obligations including renewals and extensions of the same, and any additional loans and advances made in the future by Secured Party to Customer/Debtor including those arising under this agreement; and
- B. The expenses, including attorney fees, costs and legal expenses, incurred or paid by Secured Party in the preservation or enforcement of the rights of Secured Party, or the obligations of Customer/Debtor under this agreement, including such expenses incurred by Secured Party in performing for the account of Customer/Debtor or any obligation of Customer/Debtor.

COLLATERAL-LOCATION

Except on the prior written consent of Secured Party, the collateral shall be kept and maintained at the location specified above as the location of the collateral.

POSSESSION OF COLLATERAL

On default under this agreement or under any obligation secured by this agreement, or **if** at any time the Secured Party believes that the collateral is in jeopardy, or if Secured Party otherwise deems itself insecure, Secured Party may, without notice to Customer/Debtor, take possession of the collateral and may enter and remain on the premises for the purposes of this agreement

ACCELERATION ON DEFAULT

On default under this agreement or under any obligation secured by this agreement, or whenever Secured Party deems itself insecure, Secured Party may, without notice to Customer/Debtor, accelerate the payment or performance of any or all of the obligations of Customer/Debtor under this agreement.

USE AND OPERATION OF COLLATERAL BY SECURED PARTY

Whenever the collateral is in the possession of Secured Party, Secured Party may use, operate and consume the collateral as appropriate for the purpose of performing the obligations of Customer/Debtor with respect to the same.

DISPOSITION OF COLLATERAL/DEFAULT

Upon default Secured Party shall have all remedies allowed under the Colorado Uniform Commercial Code and as set out herein. It is agreed that public or private sales, for cash or on credit, to a wholesaler or retailer or user of collateral of the types subject to this security agreement, or at public auction, are all commercially reasonable, since differences in the sales prices generally realized in the different kinds of sales are ordinarily offset by the differences in the costs and credit risks of such sales.

POWER OF ATTORNEY

Customer/Debtor appoints Secured Party the attorney-in-fact of Customer/Debtor to prepare, sign and file or record, for Customer/Debtor in the name of Customer/Debtor, any financing statements, applications for registration and like papers, and to take any other action deemed by Secured Party necessary or desirable in order to perfect security interests of Secured Party under this agreement, and to perform any obligation of Customer/Debtor, at the expense of Customer/Debtor, but without obligation to do so.

CHOICE OF VENUE

If there is a lawsuit, Customer/Debtor agrees to, upon Secured Party's request, to submit to the jurisdiction of the courts of Douglas County, State of Colorado, and this agreement will also be interpreted according to the laws of the State of Colorado.

IN WITNESS WHEREOF the parties have executed this agreement the day and year first above written.

TODAYS NURSERY

By: -----
Its: -----

Customer/Debtor