

For the purposes of securing credit accommodations from Deakins Pond Wholesale Nursery, the undersigned represents and warrants that the foregoing information is true and that it is given with the intent that it shall be relied upon in making a decision as to the advisability of the extending credit to the undersigned. The undersigned agrees to pay attorney's fees of 25% of the balance due, which are incurred in the collection of any account resulting from the extension of credit to the undersigned, if it becomes necessary to employ the services of an attorney to enforce collection. The undersigned also represents that there are no unpaid judgments, or open accounts more than ninety (90) days past due, outstanding against the undersigned. The undersigned further acknowledge and hereby assume liabilities for a service charge of 1-1/2% per month to be added to the balance past due for a period of thirty (30) days. The undersigned further warrants and represents unto Deakins Pond Wholesale Nursery, that the applicant do so and to bind the applicant to the liabilities and obligations herein set forth.

THE APPLICATION MUST BE SIGNED BY ANY TWO OFFICERS OF THE CORPORATION, AND THEIR SPOUSES, OR IF INDIVIDUALLY OWNED BY BOTH HUSBAND & WIFE, OR IF PARTNERSHIP, BY ALL PARTNERS AND THEIR SPOUSES.

Date Signed

Applicant/ Title

Date Signed

Applicant/ Title

Date Signed

Applicant/ Title

Date Signed

Applicant/ Title

DEAKINS POND WHOLESale NURSERY
1716 ACCOKEEK ROAD
ACCOKEEK, MD 20607
PHONE: 301-782-2350
FAX: 301-782-2352

PERSONAL GUARANTEE

Applicant:

In consideration of DEAKINS POND WHOLESale NURSERY, a corporation hereinafter referred to as Deakins Pond, extending credit to:

_____,

Hereinafter referred to as Debtor, for goods that have been or may be sold to Debtor from time to time by Deakins Pond upon consideration of the present forbearance by Deakins Pond on any existing indebtedness (which forbearance Deakins Pond can terminate at any time by notice to Debtor) and of the continued extension of credit to debtor, we jointly and severally agree as follows:

Upon demand we will immediately pay to Deakins Pond or assigns any sum due by Debtor to Deakins Pond and unpaid after the due date thereof.

It is understood that Deakins Pond may, without consulting or notifying us:

Extend the due date of any indebtedness, or any part thereof owed to it by Debtor.

Accept any promissory note or other evidence of indebtedness from Debtor, and renew or extend any such note or other evidence of indebtedness.

Accept collateral in any form, for any such indebtedness.

Assign this guarantee in whole or in part in conjunction with the sale, assignment or transfer, in whole or in part, of the indebtedness herein guaranteed, in which event the assignee, transferee or holder of the indebtedness shall have the right to enforce this guarantee, by suit or otherwise for his/her benefit as fully as if this guarantee specifically names such assignee, transferee or holder, but Deakins Pond shall have an unimpaired right to enforce this guarantee for its benefit as to any part of the Indebtedness herein guaranteed which it does not sell, assign or transfer.

Any such action on the part of Deakins Pond shall not relieve us of our obligation under this guarantee.

It is further understood that we shall become liable to Deakins Pond and that Deakins Pond shall not be obligated to notify us that it has accepted this guarantee. We also waive presentment, protest and notice of non-payment of any note or other evidence of indebtedness accepted by Deakins Pond from Debtor. We reserve the right to terminate this agreement sixty (60) days after our communication of written notice of our intention to do so to Deakins pond and any assigned of any indebtedness covered by this agreement of which we have notice. Sixty (60) days after such communication the total of our liability shall be limited to the amount of Debtor's indebtedness to Deakins Pond at the expiration of such period.

Husband _____ Signature _____
Social security number Printed _____

Wife _____ Signature _____
Social security number Printed _____

Husband _____ Signature _____
Social security number Printed _____

Wife _____ Signature _____
Social security number Printed _____