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|  |  | ATLANTIC COAST BOTANICALS, INC.  |
|  |  |  P.O. BOX 820005  |  |
|  |  |  S. FLORIDA, FL 33082 |  |
|  |  PH:(305)248-7866 FX:(877)240-3358 |
|  |  nikki@atlanticcoastbotanicals.com |
|  |  |  |  |  |  |
|  **CREDIT APPLICATION AND AGREEMENT** |  |
|  |  |  |  |  |  |
| NAME OF CUSTOMER: |   |   |   |
|  |  |  |  |  |  |
| MAILING ADDRESS: |   |   |   |   |
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|  |  |  |  |  |  |
| PHYSICAL ADDRESS: |   |   |   |
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|  |  |  |  |  |  |
| TELEPHONE #: |   |   |   |   |
|  |  |  |  |  |  |
| FAX #: |   |   |   |   |   |
|  |  |  |  |  |  |
| EMAIL ADDRESS: |   |   |   |   |
|  |  |  |  |  |  |
| TYPE OF BUSINESS: | YEAR ESTABLISHED: |
|  |  |  |  |  |  |
| AMOUNT OF CREDIT REQUESTED: | NET WORTH: |
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|  |  |  |  |  |  |
| OWNERSHIP: | LLC |  |  |  |
| (CIRCLE ONE) |  |  |  |  |
| PROPRIETORSHIP | PARTNERSHIP | CORPORATION |
|  |  |  |  |  |  |
| NAME & TITLE OF PROPRIETOR OR PRINCIPAL OFFICER(S): |
|   |   |   |   |   |   |
|  |  |  |  |  |  |
| NAME OF PERSON WHO AUTHORIZES PAYMENTS: |   |   |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| **BANK REFERENCES:** |   |   |   |
| Bank Name: |  |  | Phone #: |  |
| Address: |  |  |  | Fax #: |  |
|  |  |  |  | Bank Contact |
| Account #: |   |   |   |   |
| Bank Name:  |  |  | Phone #:  |  |
| Address: |  |  |  | Fax #: |  |
|  |  |  |  | Bank Contact |
| Account #:  |   |   |   |   |
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| **FL. NURSERY TRADE REFERENCES:**  |  |  |
| **PLEASE INCLUDE FAX NUMBERS** |  |  |
| NAME |   | ADDRESS | PHONE # | FAX # |
|   |   |   |   |   |   |
|   |   |   |   |   |   |
|   |   |   |   |   |   |
| NAME |   | ADDRESS | PHONE # | FAX # |
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|   |   |   |   |   |   |
| NAME |   | ADDRESS | PHONE # | FAX # |
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| NAME |   | ADDRESS | PHONE # | FAX # |
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| A. Upon approval of this Credit Application, Atlantic Coast Botanicals, Inc., hereinafter |
| referred to as "Creditor" agrees initially to extend credit to Customer and will advise |
| Customer of the approved credit line.  |  |  |
|  |  |  |  |  |  |
| B. Customer hereby authorizes Creditor to investigate Customer's credit record and to  |
| report Customer's performance under this transaction, or any other agreement |
| between Creditor and Customer, to credit agencies.  |  |
|  |  |  |  |  |  |
| C. If any charge or payment is not paid by Customer within fifteen (15) days after it's  |
| due date, Customer agrees to pay a service charge on the amount owing, equal to one |
| and one-half percent (1.5%) per month or the highest rate allowed under applicable |
| law, whichever is lower.  |  |  |  |
|  |  |  |  |  |  |
| D. If any claims arise with respect to defects in quantity or quality, or as to any other  |
| matter, Creditor shall not be liable, if at all, unless Customer shall make a written claim |
| to Creditor within fourth-eight (48) hours after receipt of the shipment involved in such  |
| claim, and failure to present any such claim within that time will be considered a waiver |
| of the claim. Any claims made by telephone shall be confirmed immediately in writing  |
| to Creditor.  |  |  |  |  |
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| E. All shipments are F.O.B. point of shipment. The Customer agrees to resolve all  |
| claims arising from shipment directly with the carrier.  |  |
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| F. Customer acknowledges that in the event of non-payment, its account will be  |
| assigned for collection. Customer waives any claim of jurisdiction or venue in the  |
| county and state of Customer's residence or place of business, and agrees that should  |
| suit be instituted, person jurisdiction, as well as venue will be exclusively in  |
| Broward County, Florida.  |  |  |  |
| EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY  |
| JURY.  |  |  |  |  |  |
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|  |  | **PERSONAL GUARANTY** |  |
| WHEREAS,  |   |   |   |   | (NAME OF  |
| CUSTOMER) is or may become indebted to Atlantic Coast Botanicals, Inc.:  |
|  |  |  |  |  |  |
| NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are  |
| hereby acknowledged, the undersigned Guarantor hereby absolutely and  |
| unconditionally guarantees to ATLANTIC COAST BOTANICALS, INC., the prompt  |
| payment at maturity and all the times thereafter of the debt.  |
|  |  |  |  |  |  |
| GUARANTOR represents that he, she or it is the owner of a direct or indirect interest in |
| Customer and that the Guarantor will receive a direct and material benefit from the  |
| proceeds of any debt.  |  |  |  |
| In the event of default in payment of the debt or any part thereof when such in- |
| debtedness, becomes due, either by it's terms or as the result of the exercise |
| of any power to accelerate, Guarantor shall, on demand and without further notice  |
| of dishonor, without any notice having been given to Guarantor previous to such  |
| demand of the creating or incurring of such indebtedness, pay the amount due thereon |
| to ATLANTIC COAST BOTANICALS, INC., in order to enforce such payment by  |
| Guarantor, first to institute suit or exhaust its remedies against Customer or others |
| liable on such indebtedness.  |  |  |  |
|  |  |  |  |  |  |
| This guaranty is executed and delivered as an incident to a credit transaction  |
| wherein, in the event of non-payment, the Customer's account will be assigned for  |
| collection and shall not be construed according to the laws of the State of Florida.  |
| Guarantor acknowledges that, should suit be instituted, jurisdiction of the person and  |
| subject matter as well as venue, shall properly be in Broward County, Florida.  |
| This is not a contract of surety ship.  |  |  |
| EXECUTED THIS  |   |  DAY OF  |   |   | 20 . |
|  |  |  |  |  |  |
| GUARANTOR'S NAME:  |   |   |   |
|  |  | (PLEASE PRINT)  |  |  |
| **GUARANTOR'S:** |  |  |  |  |
| HOME ADDRESS:  |  |  |  |  |
| STREET: |   |   | CITY: |   |   |
|   |  |   |   |  |   |
|   |   |   |   |   |   |
| STATE: |   |   | ZIP: |   |   |
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| GUARANTOR'S SIGNATURE:  |   |   |   |  |
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