

USE THE
YARD CARD **PLUS**
FOR ALL OF YOUR
LAWN & GARDEN
NEEDS!

LAWN MOWERS
GARDEN TRACTORS
SNOW BLOWERS
EDGERS
TRIMMERS
UTILITY VEHICLES
EQUIPMENT
PARTS
SERVICES
AND MORE...

**APPLY
TODAY!**

FROM _____
STREET _____
CITY _____
STATE _____
ZIP CODE _____

YARD CARD **PLUS**
PO BOX 731
MAHWAH, NJ 07430

PLACE
STAMP
HERE

YARD CARD PLUS

commercial credit application



No
Annual Fee

Quick
Credit Decisions

Preferred
Customer Status

Low
Monthly Payments

APPLY NOW.
BUY NOW.

*Subject to credit approval.

COMMERCIAL CREDIT CARD ACCOUNT APPLICATION

APPLICATION MUST BE SIGNED. Please print in CAPITAL LETTERS and avoid contact with the lines: **S M I T H**

BUSINESS INFORMATION - BANK AND TRADE REFERENCES REQUIRED FOR ALL BUSINESS TYPES

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Legal Business Name

FEIN # or Taxpayer ID #

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DBA/Tradename (If One Exists)

Business Street Address (No P.O. Boxes)

City ()	State	Zip	()
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Business Phone No.	Business Fax No.	Principle Name/Title	Billing Contact Phone No.
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Billing Street Address (If Different Than Business Street Address)	City	State	Zip Code
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Department Name/Attention To: (If Applicable)	E-mail Address	Business Type	()
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Business Checking Account Number	Business Bank Name ()	Bank Contact	Bank Contact Phone No. ()
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Trade Reference Contact	Trade Reference Phone No.	Trade Reference Contact	Trade Reference Phone No.
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State of Organization (If Applicable)	Type of Organization	Jurisdiction of Organization
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Organizational ID # (If Any)	Year Established	No. of Employees	Annual Net Sales
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BUSINESS OWNERS/GUARANTORS INFORMATION A person owning 20% or more of the Business Borrower must sign below and as guarantor.

By signing below, you certify that you have full authority to act on behalf of the Borrower and that all of the information in the Application is true and correct in all respects. You understand that the making of a false statement or material omission intended to conceal a pertinent fact by an applicant may be a crime requiring referral to appropriate law enforcement authorities. You authorize us to verify any information (including tax information) provided in connection with the Application. You authorize us to obtain credit information from any source (including but not limited to consumer reports from consumer reporting agencies) about you individually (as authorized signer) and the Borrower in connection with the Application and the administration of any credit that may be granted as a result of the Application, to the extent not prohibited by law. The Application will be our property whether or not credit is granted.

If we approve the Application, you acknowledge that (1) you have read the entire application and the attached Commercial Revolving Credit Agreement and (2) the taking of an advance on the Credit Card account will constitute acceptance by the Business Borrower of the terms of the Commercial Revolving Credit Agreement without further signature, and Borrower's promise to repay all advances made under the terms of the Agreement.

Printed Name	Signature	% of Ownership	Date / /
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PERSONAL GUARANTY REQUIRED

The person signing below is an owner of or otherwise affiliated with the Borrower. By signing below, you authorize the Bank to obtain credit information from any source (including but not limited to consumer reports from consumer reporting agencies) about you individually in connection with the Application and the administration of any credit facility that may be granted as a result of the Application, to the extent not prohibited by law. The Application will be the Bank's property whether or not credit is granted.

The Guarantor unconditionally guarantees and promises to pay all present and future obligations of the Borrower to the Bank ("Obligations"), including without limitation all Obligations arising under or in connection with the Agreement and any other credit agreements between Borrower and the Bank (together with all related credit agreements' "Documents"). Guarantor understands late payments, missed payments, or other defaults on Obligations by the Borrower may be reflected in Guarantor's consumer credit report.

The Guarantor accepts and agrees to be bound by the Documents. The Guarantor waives any right to receive a separate copy of the documents including the Application and the Agreement. The Bank may amend, modify, or extend the Agreement and grant any other indulgences to the Borrower without releasing or modifying the obligations of the Guarantor. The Guarantor waives all requirements of notice, acceptance, demand and presentment, and protest and any other defense that may be available to a Guarantor. The Guarantor shall be directly and primarily liable for the Obligations jointly and severally with the Borrower and any other Guarantor. The Guarantor grants the Bank a right of setoff against all deposits and property of the Guarantor now or hereafter in the Bank's or one of the Bank's affiliate's possession without regard to the adequacy of any collateral.

No modification or waiver or any provision of this Guaranty will be effective unless in writing signed by the Bank. This Guaranty shall inure to the benefit of any subsequent holder of the Documents, is intended to take effect as an instrument under seal and shall be governed by the laws of the state which govern the Documents.

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Guarantor (Last Name)

First Name

Sr, Jr, Other

Social Security No.	Date of Birth ()	Home Phone No.	Guarantor Street Address (No P.O. Boxes)
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City	State	Zip Code	Residence: <input type="checkbox"/> Own/Buy <input type="checkbox"/> Rent <input type="checkbox"/> Other	Time at Residence	Years	Months
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Printed Name of Guarantor	Signature of Personal Guarantor	Date / /
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NAMES OF AUTHORIZED USERS REQUIRED FOR ALL BUSINESS TYPES You are responsible for all sales made by authorized users on the account.

STORE USE ONLY Identification requires 2 forms of ID.

Associate # _____ Dealer Name _____

Dealer Fax No. _____ Dealer Phone No. _____ Sale Amount \$ _____ Plan No. _____

I.D. # 1 Government Issued Photo ID Type: Drivers Lic Other ID# _____ State _____ Exp. Date _____ SIGNATURE MATCH PHOTO MATCH

I.D. # 2 Credit Card Type: MC VISA DISCOVER OTHER _____ Exp. Date _____ SIGNATURE MATCH PHOTO MATCH (if applicable)

Store #	Credit Limit	New Account Number	
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I.D. Verified By: _____ Signature/Initials _____

Important Information about Procedures for Opening a New Account. To help the government fight the funding of terrorism and money laundering activities, federal law requires all Financial Institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth for individuals, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Truth In Lending Disclosures

ANNUAL PERCENTAGE RATES (APR)	The minimum Standard APR 22.9% (Daily Periodic Rate .0627) A minimum Default APR: 24.9% (Default Daily Periodic Rate .0682%) The APR may automatically increase to the Default APR if during any twelve (12) month period any two (2) minimum payment due amounts are not received by the specified due date on the statement.
VARIABLE PERCENTAGE RATE INFORMATION	The APRs may vary. The APR is determined monthly by adding 13.9% ("Margin") to the highest domestic "prime rate" published in the "Money Rates" section of <i>The Wall Street Journal</i> (eastern edition) on the 15th day of the preceding calendar month. A minimum rate applies see Section 2 for details on Variable Rates.
Grace Period:	24 days from Statement Date
Method of computing finance charge:	Average Daily Balance (including new purchases)
Minimum Monthly FINANCE CHARGE:	\$1.00
Annual Fee:	None
Cash Advance Check Transaction Fee	For each Cash Advance Check Transaction a fee equal to 3% of the transaction amount is added to the account, with a minimum fee of \$10 and a maximum fee of \$75, which is an additional FINANCE CHARGE.
Promotional Transaction Fee	For each Promotional Transaction with a fixed APR of 7.9% or less a fee of up to \$125 is added to the account, which is an additional FINANCE CHARGE.
Over the limit Fee	None
Late Payment Fee	\$29 if outstanding balance is less than \$1,000 or \$39 if the outstanding balance is greater than or equal to \$1,000.

The information about the costs of the credit card described in this Application is accurate as of January 2008 when it was printed. This information may have changed after that date. To find out what may have changed, call us at 1-800-252-2551 or write to us at: P.O. Box 731 Mahwah, New Jersey 07430.

CARDHOLDER AGREEMENT

"I", "me" and "my" mean the borrower(s). If approved, my credit card would be issued by Shoppers Charge Accounts Co., a division of TD Banknorth, N.A. ("you," "your" or the "Bank"). If a credit card is issued, I will be provided with my initial credit limit at the time I receive my credit card. I understand that the Bank may change my credit limit from time to time, either at my request (if the Bank approves my request) or at the Bank's initiative. The Bank has the right to cancel or limit the credit to be extended to me at any time without prior notice. I may use my credit card to obtain advances under this Agreement, in an amount up to my available credit (the difference between my credit limit and my outstanding balance), as long as the Bank has not terminated my right to obtain additional advances. I agree to pay for all purchases made by me and/or others as authorized by me.

I authorize the Bank to obtain credit reports in connection with this Application and from time to time in connection with the review of my account, or any update, extension or renewals of my account, and for the purposes of collection of my account. I authorize the Bank to verify with others any information contained in this Application and to provide information about its transactions with me to third parties (including consumer reporting agencies) for lawful purposes.

I UNDERSTAND YOU MAY REPORT INFORMATION ABOUT MY ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS, OR OTHER DEFAULTS ON MY ACCOUNT MAY BE REFLECTED IN MY CREDIT REPORT.

1. Finance Charge: I will not have to pay a periodic Finance Charge on purchases if I pay my New Balance in full by the Payment Due Date shown on my current statement, which shall not be less than 24 days after the close of the billing cycle. Otherwise, Finance Charges will accrue from the date of the transaction (or, at the Bank's option, from the date they are posted to my Account) and will continue to accrue until the transaction is paid in full, unless otherwise provided under a Promotional Offer as explained in **section 10** below. The Bank will use the Average Daily Balance method to compute the FINANCE CHARGE. The **FINANCE CHARGE** on my account is figured by applying each applicable Daily Periodic Rate to the AVERAGE DAILY BALANCE of the outstanding purchase transactions (including current transactions)

that are subject to that Daily Periodic Rate. To get the AVERAGE DAILY BALANCE for each type of transaction subject to a particular rate, the Bank takes the beginning balance of such transactions each day and adds any new purchase transactions subject to the same rate and unpaid finance charges, and subtracts any payments or credits. This gives the Bank the DAILY BALANCE to the rate in question. Then the Bank adds together all the daily balances subject to the same rate for the billing cycle and this total is divided by the number of days in the billing cycle. This gives you the AVERAGE DAILY BALANCE for the transactions in question. There is a minimum FINANCE CHARGE of \$1.00.

2. Variable Rate: The **Standard and Default** Daily Periodic Rates of Finance Charge (and the corresponding Annual Percentage Rates ("APRs")) on my account may vary from month to month. Each Daily Periodic Rate of Finance Charge (and corresponding APR) will vary based on the highest domestic Prime Rate as published in *The Wall Street Journal* ("Prime Rate") on the 15th day before the beginning of the billing cycle. The Bank will calculate the rates by adding the applicable "Margins" (as indicated in the table at the beginning of this Agreement under the heading "VARIABLE RATE INFORMATION") to the Prime Rate. If a Prime Rate is not published on the 15th day, the Prime Rate will be the Prime Rate published on the immediately preceding day. The initial Daily Periodic Rate of **FINANCE CHARGE** (and the corresponding initial **APR**) is indicated in the table at the beginning of this Agreement under the heading "**ANNUAL PERCENTAGE RATE ('APRs')**" for Purchases". Each Daily Periodic Rate of Finance Charge (and corresponding APR) may increase if the Prime Rate increases, but the rate will not exceed the maximum rate permitted by applicable law. The increased Daily Periodic Rate of Finance Charge (and corresponding APRs) will apply to new purchases, as well as to the existing balance of my account. If the Daily Periodic Rates of Finance Charge (and corresponding APRs) increase, the amount of the finance charge and the Minimum Payment Due may increase. If the Prime Rate used to calculate the Daily Periodic Rate of Finance Charge (and corresponding APR) is 9% or less, the Bank will charge a **Standard** Daily Periodic Rate of **FINANCE CHARGE** of .0627% (corresponding **APR** of **22.9%**) on purchase transactions or the Bank will charge a **Default** Daily Periodic rate of **FINANCE CHARGE** of .0682% (corresponding **APR** of **24.9%**) if during any twelve (12) month period any two (2) minimum payment due amounts are not received by the specified due date on your billing statement. If the Prime Rate is greater than 9%, the **Standard** and **Default** Daily Periodic Rate of **FINANCE CHARGE** will be the Prime Rate plus a Margin of 13.9% for purchase transactions.

3. Minimum Payment Due: For each purchase transaction, I agree to pay a Minimum Payment Due which is the greater of \$10 or 3% of the original purchase amount, plus any applicable fees and charges as of my Statement Closing Date. If my account includes balances arising from more than one purchase transaction, the "Minimum Payment Due" will be the sum of the amounts calculated for each payment transaction as stated above, plus any amounts past due and any other fees and charges.

4. Late Fee: If the Minimum Payment Due is not received by the Payment Due Date on the statement the Bank will charge me a late fee of \$29 if my outstanding account balance is less than \$1,000.00, or \$39 if my outstanding account balance is greater than or equal to \$1,000.00. At the Bank's option, such late fee will be immediately due and payable.

5. Returned Check Fee: If I pay with a check and my check is returned to the Bank by my financial institution unpaid or dishonored, the Bank may charge me a fee of \$29.00.

6. Cash Advance Check Transaction Fee: From time to time at the Bank's discretion I may be offered a Cash Advance Check. There is a fee equal to 3% of the check amount for each check used. The fee will be no less than \$10 and no greater than \$75. This fee is effective upon the use of any cash advance check. At the Bank's option, such Cash Advance Check Transaction Fee will be immediately due and payable.

7. Promotional Transaction Fee: From time to time at the Bank's discretion I may be offered a promotional transaction based on a low fixed APR. For each Promotional Transaction with a fixed APR of 7.9% or less a fee of up to \$125 is added to the account, which is an additional FINANCE CHARGE. At the Bank's option, such Promotional Transaction Fee will be immediately due and payable.

8. Statements; Crediting of Payments: The Bank will send a billing statement to my address on the Bank's records each month if required by federal law. Each minimum payment is due on the Payment Due date shown on the billing statement (which will be at least 24 days after the "Statement Closing Date"). Subject to applicable law, the Bank reserves the right to apply payments to my account in any manner the Bank may choose in its sole discretion. Payments are to be sent to the address designated on the billing statement. Payments received at such address with the return portion of the billing statement by 5:00 PM Eastern Time, Monday through Friday (excluding bank holidays) will be credited on the day of receipt. Payments received after 5:00 PM Eastern Time Monday through Friday (excluding bank holidays) will be credited on the next business day. Credit for payments not received in U.S. dollars, not made in the envelope provided with the billing statement and accompanied by the payment stub which is part of the billing statement, and/or received at the address for payments designated on the billing statement may be delayed up to five (5) calendar days. Payments must be made by check or money order payable in U.S. funds and drawn on a financial institution located within the United States. If I want to pay with a check that has "payment in full" or some other special notation or instruction on it or with it, I agree to send the payment (including the special notations or instructions) to the Bank at the following address: P.O. Box 731 Mahwah, New Jersey 07430. If I send any such payment to any other address, the Bank may ignore the special

notations or instructions, and the Bank's crediting any such check or other instrument to amounts I owe under this Agreement does not mean that the Bank has agreed to the special notations or instructions. **I MAY AT ANY TIME PAY MORE THAN THE MINIMUM PAYMENT DUE. I ALSO MAY AT ANY TIME PAY THE FULL UNPAID BALANCE OF MY ACCOUNT WITHOUT INCURRING ADDITIONAL CHARGES.**

9. Automated Payments: By calling your automated touch-tone bill payment service at 1-888-382-6665, I will be authorizing the Bank or its agent to automatically initiate a single entry ACH debit to my checking account. I will be required to enter my account number and my zip code for authentication purposes. I further authorize my financial institution to accept these debits and charge them to my checking account. This authorization will be for a single payment only in the amount I enter plus a \$7.00 transaction fee. Payments received by 5:00 PM Eastern Time Monday through Friday (excluding bank holidays) will be credited on the day of receipt. Payments received after 5:00 PM Eastern Time Monday through Friday (excluding bank holidays) will be credited on the next business day. This is a secure system, and my financial institution information will not be shared for any reason other than for automated payments.

10. Promotional Offers: Notwithstanding any other provisions of this Agreement, the Bank may occasionally, at its option, make Promotional Offers. Specific terms of a particular purchase made under a Promotional Offer will be indicated on or with my sales slip at the time of my purchase. Purchases made under Promotional Offers will be shown separately on my billing statement. I must pay at least the "Minimum Payment Due", if any, (which will include any applicable Minimum Payment Due, fees and charges) shown on my billing statement while any Promotional Offer is applicable. Balances under any Promotional Offer may be combined, at the Bank's option, with balances under my standard terms upon the expiration of any deferred or specified time period applicable to the Promotional Offer. If I default under this Agreement, the Bank may revoke its consent to the deferral of any Minimum Payments Due and/or accrual of finance charges, immediately and without any notice. If I use my account with a Promotional Offer, I acknowledge and agree that the terms of the Promotional Offer will modify and become part of this Agreement. The standard provisions of this Agreement apply to all transactions not subject to a Promotional Offer.

11. Security Interest: I hereby give the Bank a security interest in any purchase including Internet, telephone, and mail order purchases made by me or any person I authorize to use the account, and the proceeds thereof, including insurance proceeds. Additionally, I authorize you to file any financing statements showing your security interest in the purchase and proceeds thereof without my signature, or in the event state law requires my signature, I agree to join in executing all necessary financing statements in a form satisfactory to you, and further agree you hold a purchase money security interest in all items purchased with my credit card. Any given purchase will remain as security for all purchases until such time as that purchase is completely paid for, and I agree that my payments will be deemed applied as stated in the Method of Payment section of this Agreement.

12. Entire Agreement: I agree that this Agreement (as amended from time to time in writing) and the Application constitute the final expression of the agreement between me and the Bank and that this Agreement may not be contradicted by evidence of any prior, contemporaneous or subsequent oral agreement between me and the Bank regarding my account. The retail store and its employees have no authority to change, add to or explain the terms of this Agreement except as expressly provided in this Agreement (with respect to special credit plans). For more information or questions, call 1-800-252-2551.

13. Default: It is further understood that this agreement and all sales arising hereunder shall be owned by the Bank. Upon default in any payment, the entire balance shall be due and payable at the option of the Bank together with collection fees and reasonable attorney's fee to the extent permitted by law. If I fail to pay you on time, or if I file bankruptcy, or if I die or become incompetent, or if I become unemployed or if my employment changes, or if you believe the prospect of payment or ability to realize upon the collateral is significantly impaired, I will be in default and you can require immediate payment of the full balance; in addition to other rights and remedies the Bank has under the law and this agreement.

14. Liability for Unauthorized Use. If my credit card is lost or stolen or if I believe someone may have used my account without my permission, I must notify the Bank at once. I may be liable for the unauthorized use of my account. I will not be liable for unauthorized use that occurs after I notify the Bank by writing to P.O. Box 731 Mahwah, New Jersey 07430 or verbally by calling 1-800-252-2551, of the loss or theft of my card or the possible unauthorized use of my account. My maximum liability is \$50. Subject to any restrictions of applicable law, the Bank may terminate or limit access to my account if I have notified the Bank or the Bank has determined that my card may have been lost or stolen, or that there may be unauthorized access to my account.

15. Authorization: Telephone calls may be made to me using an automatic dialing-announcing device. My telephone conversations with employees or agents of the Bank may be monitored and/or recorded for quality assurance purposes. Use of my account will signify my consent to such use of an automatic dialing announcing device, monitoring, and/or recording.

16. Governing Law: Applicable federal law and the substantive laws of the State of New Jersey (to the extent not preempted by federal law) without regard to principles of conflict of law or choice of law, shall govern this Agreement including the rate of interest and fees.

17. Signature: My signature and address on the Application represents my signature and address on this Agreement.