CARBY'S INC.

155 HARTFORD STREET • FRAMINGHAM, MA 01702

TEL: 508 872-7021 • FAX: 508 872-6165

BUSINESS CREDIT APPLICATION This is a double-sided form. Please fill out all fields. Incomplete applications will be returned for completion.

Officer/Partner Signature:

Susiness Name:	Application Date: / /			e Requestea: \$	
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Date:

CARBY'S INC.

155 HARTFORD STREET • FRAMINGHAM, MA 01702 TEL: 508 872-7021 • FAX: 508 872-6165

GUARANTY

In consideration of your extending credit to the applicant on the reverse side hereof, the undersigned hereby unconditionally guarantees the timely payment to you of all sums, even if in excess of the applied for, or established, credit limit, now due or which may hereafter become due and payable by virtue of your extension of credit to the applicant, including, without limiting the generality of the foregoing, legal and other costs of attempts to collect said sums from the customer and the undersigned, and lawful interest on said sum.

The liability of the undersigned shall be primary, and if more than one person or entity signs this agreement, shall be joint and several, and shall not be affected by any discharges, extension of time, release of security, acceptance of compromise or any other modification of the liability of the customer, and shall not be dependent upon recourse to any remedies against the customer, except that the undersigned shall receive credit for any sum received on the customer's account. The undersigned hereby waives any notice of time and amount of extension of credit to the customer, as well as rights of set-off, redemption and counterclaim, which may be alleged to exist in favor of customer.

This agreement is intended to cover a running account or accounts by the customer and will remain in full force and effect until 30 days after withdrawn by a written document sent by mail, return receipt requested and received at the above address. Such withdrawals shall be effective prospectively only, and this agreement shall remain in full force and effect with respect to all sums of money hat are due an that become due from the customer as a result of transactions through and including the date 30 days after said withdrawal is received. No rights against the undersigned are waived by failure to exercise any rights against the customer upon his default. The Incorporation, merger, reorganization or sale of Customer's business shall not operate as a termination of this guaranty. The undersigned hereby agrees to pay any and all of said sums, together with all legal and other costs including attorney's fees enforcing the agreement contained herein both as against the Customer and the undersigned.

This agreement is a Massachusetts contract and shall be interpreted under the Laws of said Commonwealth and shall be effective immediately. This agreement is binding upon the undersigned, his administrators, executors, heirs and assigns.

	day of	20
Signature		INDIVIDUALLY AS GUARANTOR
Signature		INDIVIDUALLY AS GUARANTOR
Signature		INDIVIDUALLY AS GUARANTOR
	Signature	Signature