



LINE OF CREDIT APPLICATION

Business Name: _____

PO Box: _____ Physical Address: _____

City: _____ State: _____ Zip: _____ County: _____

____ Corporation ____ Partnership ____ Sole Proprietorship

Contact Person: _____ Direct Phone #: _____

Date Business Established _____ Phone # _____ Fax #: _____

Principal Owners:

(1) _____ City: _____ State: _____ Starting year: _____

Social Security Number: _____ Date of Birth: _____

(2) _____ City: _____ State: _____ Starting year: _____

Social Security Number: _____ Date of Birth: _____

(3) _____ City: _____ State: _____ Starting year: _____

Social Security Number: _____ Date of Birth: _____

Amount of credit requested: \$ _____

Business EIN: _____ SSN: _____

Email Address: _____

Has this business or its owner(s) been involved in any bankruptcy filings: yes no (if yes, please explain)

Bank Reference

Company: _____ Contact Name: _____

Address: _____

City: _____ State: _____ Zip: _____ Phone #: _____

Email: _____

Trade Reference

Company: _____ Contact Name: _____

Address: _____

City: _____ State: _____ Zip: _____ Phone #: _____

Email: _____

Include a signed and dated current balance sheet and income statement.



You agree that the following terms govern with respect to any purchases from Thunder Seed, Inc.:

1. In this agreement "you" and "your" is the applicant(s), and "we" or "our" is Thunder Seed, Inc.
2. You will pay the entire balance showing on your account statement by the Payment Due Date listed on the account statement and you understand that if any portion of your balance remains unpaid beyond that date, your credit privileges may be suspended or revoked.
3. You agree that an interest or finance charge of 1.5%, which is an annual percentage rate of 18% per year, will be applied to that part of any balance that resulted from purchases made during a calendar month, but not paid before the end of the following month plus any previous balance, that remained unpaid.
4. Payments shall be applied first to the unpaid interest or finance charge, then to the remaining outstanding balance.
5. You shall be liable for the payment of all our collection costs, court costs, and attorney's fees to pursue payment of your debt in the event that payment is not received when due.
6. The terms and conditions of this document may be amended in writing by the agreement of all parties. Such amendments shall not affect your charges or other debt incurred prior to the amendment.
7. You shall have the right to terminate your charge account, but termination shall not affect your obligation to pay any existing balance.
8. This agreement was entered into in the State of Minnesota and shall be construed in accordance with the laws of the State of Minnesota. All disputes respecting or relating to this agreement and/or any purchases you make from Thunder Seed, Inc. shall be resolved exclusively in the District Court, County of Clay, State of Minnesota or the U.S. District for the District of Minnesota and you consent to the jurisdiction of those courts. In any action, you waive the right to trial by jury.
9. We are not bound by any notation of "paid in full" or otherwise that accompanies any payment if the payment is not for the total amount owed at that time. Absent an agreement in writing signed by Thunder Seed, Inc., no payment for an amount less than the amount claimed due by Thunder Seed, Inc. will constitute a settlement of the debt outstanding.
10. **You agree that we are not liable for any consequential, incidental or special damages of any kind arising from or relating to purchases made by you from Thunder Seed, Inc. Your sole remedy will be refund of the purchase price of any goods or services purchased from Thunder Seed, Inc. We disclaim any express warranties and the implied warranties of merchantability and of fitness for a particular purpose with respect to any goods or services you purchase from Thunder Seed, Inc. Any goods or services are purchased wherein and with all faults.**
11. You authorize us to collect information on you including, but not limited to personal and/or commercial credit reports. You further authorize us to release information about our credit experiences with you.

IN COMPLIANCE WITH THE FAIR CREDIT REPORTING ACT, THIS IS TO INFORM YOU THAT YOU ARE AUTHORIZING THIS ORGANIZATION AND/OR ITS SUPPLIERS TO OBTAIN A CONSUMER AND/OR BUSINESS PROFILE CREDIT REPORT. YOU HAVE THE RIGHT TO DISPUTE THE INFORMATION ON THIS REPORT AND REQUEST ADDITIONAL DISCLOSURES PROVIDED UNDER SECTION 606§1681d(b) OF THE FAIR CREDIT REPORTING ACT, AND A WRITTEN SUMMARY OF YOUR RIGHTS PURSUANT TO SECTION 609(c). YOU MAY DO THIS BY CONTACTING THE PROVIDER OF THE INFORMATION.

Applicant hereby applies for credit and affirms financial responsibility, ability, and willingness to pay invoices in accordance with published terms. The above information is warranted to be true and complete.

Authorized Signature: _____ Title: _____ Date: _____





PERSONAL GUARANTEE

I, THE UNDERSIGNED, BEING ONE OF THE PRINCIPALS OF THE ABOVE-NAMED BUSINESS THAT IS APPLYING FOR CREDIT, PERSONALLY GUARANTEE THE PROMPT PAYMENT OF ANY AND ALL DEBTS OF SAID BUSINESS TO THUNDER SEED, INC. INCLUDING, BUT NOT LIMITED TO, PRINCIPAL, INTEREST, LATE CHARGES OR OTHER FEES AND COSTS. THIS IS AN ABSOLUTE GUARANTEE OF PAYMENT, THE LIABILITY OF THE UNDERSIGNED UNDER THIS GUARANTEE SHALL BE DIRECT AND IS NOT CONDITIONAL OR CONTINGENT UPON THUNDER SEED, INC. PURSUING ANY REMEDIES AGAINST THE BUSINESS. THE UNDERSIGNED WAIVES NOTICE OF ACCEPTANCE OF THIS GUARANTEE. REVOCATION OF THIS GUARANTEE SHALL BE INEFFECTIVE AS TO ANY DEBTS EXISTING AS OF THE DATE OF THUNDER SEED, INC.'S RECEIPT OF NOTICE OF REVOCATION, TOGETHER WITH INTEREST, LATE CHARGES AND OTHER FEES AND COSTS ACCRUING THEREUPON IN THE FUTURE. THE UNDERSIGNED WAIVES ANY DEFENSE TO ENFORCEMENT OF THIS GUARANTEE BASED ON CHANGE IN TERMS OR CONDITIONS OF THE DEBTS, OR ANY FORBEARANCE, RELEASE, SETTLEMENT OR COMPROMISE BY THUNDER SEED, INC. WITH RESPECT TO THE DEBTS, WHETHER AS TO THE BUSINESS OR OTHER GUARANTORS.

The undersigned, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a consumer credit report on the undersigned, by Thunder Seed, Inc., from time to time as may be needed, in the credit evaluation process.

Signature	Printed Name	Date
Signature	Printed Name	Date

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

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