

# MIDNIGHT SUN

Transportation Services, LLC

P.O. Box 878 \* Auburn, WA \* 98071

Phone (253) 395-7726

Fax (253) 395-7986

## CREDIT APPLICATION & AGREEMENT

Please tell us how you heard about our company:

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NAME OF COMPANY		DATE ESTABLISHED	
ADDRESS	CITY	STATE	ZIP
BUSINESS PHONE		BUSINESS FAX	
TYPE OF BUSINESS			
<input type="checkbox"/> CORPORATION <input type="checkbox"/> LIMITED PARTNERSHIP <input type="checkbox"/> CO-PARTNERSHIP <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> LIMITED LIABILITY CORP. (LLC)			
INCORPORATED UNDER THE STATE LAWS OF			
WE EXPECT OUR MONTHLY CREDIT REQUIREMENTS TO BE ABOUT \$			
FEDERAL I.D. #		DUN & BRADSTREET RATING	
<b>PRINCIPAL OWNERS OR STOCKHOLDERS AND OFFICERS</b>			
NAME	TITLE	ADDRESS	
<i>ATTACH PHOTOCOPY OF ASSUMED BUSINESS NAME OR CURRENT CORPORATE LICENSE SHOWING WHEN AND WHERE FILED</i>			
<b>BANK REFERENCES</b>			
NAME	BRANCH	ACCOUNT NUMBER	
NAME	BRANCH	ACCOUNT NUMBER	
<b>PRINCIPAL SUPPLIERS</b>			
<b>1.</b>	FIRM NAME	PHONE #	FAX #
	ADDRESS	CITY	STATE      ZIP
<b>2.</b>	FIRM NAME	PHONE #	FAX #
	ADDRESS	CITY	STATE      ZIP
<b>3.</b>	FIRM NAME	PHONE #	FAX #
	ADDRESS	CITY	STATE      ZIP
<b>4.</b>	FIRM NAME	PHONE #	FAX #
	ADDRESS	CITY	STATE      ZIP
HAVE YOU EVER FILED BANKRUPTCY? <input type="checkbox"/> YES <input type="checkbox"/> NO            IF YES, WHERE FILED            WHEN            WHAT CHAPTER			
ARE THERE ANY UNSATISFIED JUDGEMENTS AGAINST YOU OR THE COMPANY? <input type="checkbox"/> YES <input type="checkbox"/> NO            IF YES, ATTACH EXPLANATION.			
NAME _____		DATE _____	
NAME _____		DATE _____	

THE FOLLOWING CREDIT APPLICATION AND AGREEMENT IS PART OF AND INCLUDED IN THE FRONT HEREOF

We have made the foregoing statements for the purpose of obtaining credit and hereby certify that they are true and correct and therefore, authorize Midnight Sun Transportation, LLC. to investigate my/our credit worthiness, credit history and financial responsibility through any credit bureau or by any other means including direct contact with past and present creditors and/or employers.

If payment is not made, Midnight Sun Transportation, LLC. shall have a lien which includes the right to retain custody of any and all cargo tendered to Midnight Sun Transportation, Inc. by shipper until all charges (past due and current) are paid in full.

In the event any account is not paid when due and the account is referred by Midnight Sun Transportation, LLC. to a collection agency or any other individual or entity serving in that capacity, and thereafter, the account is paid before legal action is commenced the applicant agrees that the applicant will pay, in addition to the balance of the account, an amount equal to the collection fee charged Midnight Sun Transportation, LLC. by the collecting entity or individual for the services rendered in collecting the account. In the event that Midnight Sun Transportation, LLC. must employ or retain the services of an attorney to collect any past due accounts, or if suit shall be brought to collect any past due accounts and/or accrued interest, applicant shall pay all cost and expenses, including actual attorney's fees, that are incurred in collecting payment or enforcing any judgment obtained in any legal proceeding to collect the past due accounts, whether or not legal action is instituted.

In the event our business is sold, transferred, closed, etc. we will notify Midnight Sun Transportation, LLC. within fifteen (15) days prior to any such transaction so that appropriate action can be taken on our account. It is understood that a failure to so notify Midnight Sun Transportation, LLC. may result in obligating us to apply additional financial charges.

APPLICANT HEREBY ACKNOWLEDGES THAT HE HAS READ AND ACCEPTS THE TERMS AND CONDITIONS AS SET FORTH ON THIS APPLICATION.

Signed \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Signed \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**GUARANTY**

This Guaranty is an integral part of the foregoing Credit Application and Agreement (the "Credit Agreement") and, together with any other agreement or arrangement (including, without limitation, any purchase orders) among the Applicant (as defined below) and/or any of its affiliates, on the one hand, and Midnight Sun Transportation, LLC. ("Midnight Sun") and/or any of its affiliates, on the other hand, the "Agreements"). In consideration of (x) Midnight Sun providing credit to the applicant(s) identified in the Credit Agreement (the "Applicant") and (y) Midnight Sun and/or its affiliates executing, delivering and/or performing its and/or their obligations under any other Agreement, and as a material inducement to such provision, execution, delivery and/or performance, the undersigned (the "Guarantor") hereby (i) agrees to cause the Applicant and each of its affiliates to comply with the obligations owed by the Applicant or any such affiliate, on the one hand, to Midnight Sun or any of its affiliates, on the other hand, pursuant to the Agreements and (ii) guarantees any payments and other obligations owed by the Applicant or any of its affiliates, on the one hand, to Midnight Sun or any of its affiliates, on the other hand, pursuant to the Agreements. The Guarantor acknowledges that the Guarantor will, directly or indirectly, derive a substantial benefit from the provision of credit by Midnight Sun to the Applicant and from Midnight Sun and/or its affiliates' execution, delivery and/or performance under any other Agreement. The Guarantor agrees that no formal change, amendment, modification or waiver of any terms or condition of any of the Agreements, no extension in whole or in part of the time for the performance by the Applicant or any of its affiliates of any of its or their obligations under any of the Agreements, and no settlement, compromise, release, surrender, modification or impairment of, or exercise or failure to exercise any claim, right or remedy of any kind or nature in connection with any of the Agreements, shall affect, impair or discharge, in whole or in part, the liability of the Guarantor for the full, prompt and unconditional performance of the obligations of the Applicant under the Agreements. The obligations of the Guarantor are absolute and unconditional, irrespective of any circumstance which might otherwise constitute a legal or equitable discharge of a surety or guarantor. The liability of the Guarantor shall be direct and not conditional or contingent on the pursuit of remedies against the Applicant or any of its affiliates. Midnight Sun may, at its option, proceed in the first instance against the Guarantor to collect any amount owed under any Agreement without first proceeding against the Applicant or any of its affiliates (other than the Guarantor). The guarantee of the Guarantor shall be a continuing guarantee, and the above consent and waiver of the Guarantor shall remain in full force and effect until the obligations of the Applicant and each of its affiliates under the Agreements are discharged and paid in full. The Guarantor agrees to pay all costs, fees and expenses (including reasonable attorneys' fees and all disbursements) incurred by Midnight Sun (or any of its affiliates) in collecting or enforcing the Guarantor's obligations hereunder. Notwithstanding the foregoing, nothing set forth herein or in any of the Agreements shall obligate Midnight Sun or any of its affiliates to provide credit or any other accommodation to the Applicant or any of its affiliates.

Signed: \_\_\_\_\_  
By: \_\_\_\_\_  
Date: \_\_\_\_\_