

Business Direct Credit Application

Agreement & Personal Guarantee

**WELLS
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For Wells Fargo Business Platinum Card, Wells Fargo BusinessLine, Equipment Express Loan, Wells Fargo Small Business Advantage Line of credit, Wells Fargo BusinessLoan Term loan, FastFlex Small Business Loan, Wells Fargo Secured BusinessLine and Wells Fargo Business Secured Card

Banker Name: VICTOR J RAMIREZ	Officer/Portfolio Number: E2790	Date: 11/13/2018
Banker Phone: 561/630-3178	Branch Number: 32970	Banker AU: 0066061
		Banker MAC: Z6263-010

Business/Application Information

Business Name: WINPROBE CORPORATION	Application ID: SVPP000006021374
Credit Application for: Wells Fargo Business Lines of Credit	Amount Requested: \$100,000

Acknowledgment & Customer Signature:

By signing below, I certify that I am an owner, partner, member, shareholder, director, and/or officer of the business named above ("Applicant"), I am authorized to submit this application on behalf of the "Applicant" and that all information and documents provided in connection with this application, including federal and state income tax returns (if any), are true, correct and complete.

I further certify that this credit request is for my business only, and that all proceeds will be used solely for business or commercial purposes. I authorize Wells Fargo Bank, N.A. ("Bank") to obtain balance and payoff information and require verification of payoff on all accounts requiring payoff as a condition of approving this application and to obtain at any time consumer and business reports from and to report credit information to others, including the Internal Revenue Service and state taxing authorities, about me and my business, both in connection with this application as well as any review, extension or renewal of the credit granted pursuant to this application.

I also authorize Bank to use such information and to share such information with its affiliates in order to determine whether the business is qualified for other products and services offered by Bank and its affiliates. I agree to notify Bank promptly of any material change in such information. I acknowledge that (i) this application is subject to final approval of the Applicant and its owners, and that (ii) additional information (e.g., financial statements, tax returns and /or IRS Form 4506-T Request For Transcript of Tax Return) may be required in order for Bank to make a final credit decision. A facsimile of my signature, in any capacity, may be used as evidence of the Applicant's acceptance of these agreements. Note: Except in Arizona, if the business owner is married, a spouse's signature is not required unless he or she is the co-owner of the business. **If the Applicant is a legal entity, all owners listed on this application are asked to sign below and include their titles.**

NON-PROFIT NOTICE AND DISCLAIMER: Non-profit organizations are not eligible for the Secured BusinessLine Line of credit and FastFlex Small Business Loan. If the applicant is a Non-profit organization recognized by and in good standing with the Internal Revenue Service, the personal guaranty of the signer is not required, and the personal guaranty paragraph below shall have no force or effect with respect to those products.

For Wells Fargo BusinessLine Line of credit, Wells Fargo Secured BusinessLine Line of credit, Equipment Express Loan, Wells Fargo Business Platinum Card, Wells Fargo Business Secured Card, Wells Fargo Small Business Advantage Line of credit, and Wells Fargo Unsecured Business Loans (which includes Wells Fargo BusinessLoan Term loan and FastFlex Small Business Loan) (collectively referred to as "Credit Products") applicants: By signing below, I agree on behalf of the Applicant to be bound by the terms of the Customer Agreement, Wells Fargo Business Lending Confirmation Letter (where applicable) and other written documentation that will be sent to Applicant and to pay Bank's costs and attorneys' fees in enforcing the Customer Agreement and other written documentation. I further agree that use of any feature of the Credit Products may be used as evidence of the foregoing authorizations, acceptances, and agreements.

For Wells Fargo Business Platinum Card, Wells Fargo BusinessLine, Equipment Express Loan, Wells Fargo Small Business Advantage Line of credit, Wells Fargo BusinessLoan Term loan and FastFlex Small Business Loan, if approved, I agree to accept the actual credit amount granted which may be less than the Amount Requested. If the actual credit granted is less than the Amount Requested, individual credit lines will be adjusted proportionately.

For the Wells Fargo Secured BusinessLine and Wells Fargo Business Secured Card, I acknowledge that it will be a condition of granting the credit that it be secured by an eligible CD/Savings account (Wells Fargo Secured BusinessLine) or deposit account (Wells Fargo Business Secured Card) maintained with Bank in an amount equal to or greater than the actual credit granted.

For the Wells Fargo BusinessLoan Term loan or Equipment Express Loan, on behalf of the Applicant I authorize Wells Fargo to distribute the loan proceeds either one of the following ways: (1) electronically by deposit into a credit or deposit account that I designate; or (2) by cashier's check sent to the address listed in this application. I further acknowledge on behalf of Applicant that interest charges will start from the date I acknowledge by signature or verbal agreement the specific terms of my Wells Fargo BusinessLoan Term loan or Equipment Express Loan and that I will be responsible for repayment of funds distributed in either manner.

For the FastFlex Small Business Loan, I agree to maintain and permit weekly automatic debit payments from my designated business deposit account for the life of the loan. I understand that having and maintaining automatic payments on this account for the life of the loan is required, and if not maintained will place the account in default.

I authorize Wells Fargo to distribute **FastFlex Small Business Loan** proceeds electronically into the business deposit account I designated for the required weekly automatic payments. I further acknowledge on behalf of the Applicant that interest charges will start from the date I acknowledge by signing or by verbal agreement the specific terms of my FastFlex Small Business Loan and that I will be responsible for repayment of the funds distributed in that manner.

Customer Copy

Acknowledgment & Customer Signature (Continued):

I understand that I am being considered for multiple Loan products, and that when I apply for Wells Fargo Unsecured Business Loans, the Applicant and I will have the opportunity to review the product terms and requirements prior to booking and funding the loan.

By signing below, I also, **in my individual capacity** (even though I may place a title or other designation next to my signature), jointly and severally unconditionally guarantee and promise to pay to Bank all indebtedness of the Applicant at any time arising under or relating to any credit requested through this application, as well as any extensions, increases or renewals of that indebtedness. As guarantor, I waive (i) any requirement that Bank (A) proceed against Applicant or any other person; (B) marshal assets or proceed against or exhaust any security held from any Applicant or any other person; (C) give notice of the terms, time and place of any public or private sale or other disposition of personal property security held from any of the Applicants or any other person; (D) take any other action or pursue any other remedy in Bank's power; or (E) make any presentment, demand, protest, notice of protest, and notice of non-payment hereunder or in connection with any obligations or evidences of indebtedness held by Bank as security for or which constitute in whole or in part the Indebtedness guaranteed hereunder; (ii) any defense arising by reason of any defense of the Applicant or other guarantor; and (iii) the right to require Bank to proceed against the Applicant or any other guarantor, to pursue any remedy in connection with the guaranteed indebtedness, or to notify guarantor of any additional indebtedness incurred by the Applicant, or of any changes in the Applicant's financial condition. I also authorize Bank, without notice or prior consent, to (i) extend, modify, compromise, accelerate, renew, increase or otherwise change the terms of the guaranteed indebtedness; (ii) proceed against one or more guarantors without proceeding against the Applicant or another guarantor; and (iii) release or substitute any party to the indebtedness or this guaranty; (iv) take and hold security for the payment of this Guaranty or the Indebtedness of Applicant or any portion thereof, and exchange, enforce, waive, subordinate or release any such security; and (v) apply such security and direct the order or manner of sale thereof, including without limitation, a non-judicial sale permitted by the terms of the controlling security agreement, as Bank in its discretion may determine, and Guarantor hereby waives any provision of law regarding application of payments which specifies otherwise. I agree (i) I will pay Bank's costs and attorneys' fees in enforcing this guaranty (ii) this guaranty will be governed by South Dakota law; and (iii) this guaranty shall benefit Bank and its successors and assigns; and (iv) an electronic facsimile of my signature, in any capacity, may be used as evidence of my agreement to the terms of this guaranty.

Telephone Monitoring And Contacting You: From time to time Bank may monitor and record telephone calls regarding your Account to assure the quality of our service. You agree, in order for Bank to service the Account or to collect any amounts you may owe, that we may from time to time make calls and send text messages to you, using prerecorded/artificial voice messages and/or through the use of an automatic dialing device, at any telephone number associated with your account, including mobile telephone numbers that could result in charges to you. You also expressly consent to Bank sending email messages regarding your Account to your email address.

New Account Identification Requirements: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify, and record information that identifies each person (individuals and businesses) who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

By signing below, I agree to the terms of this Agreement, which includes my personal guaranty if the Applicant is a for profit business.

Owner/Guarantor/Signer 1 Name

WALTER G SCOTT

Position/Title:

president

Customer Number (ECN):

727107015447845

Owner/Guarantor/Signer 1 Signature

☐ Submit manually☐ Signature not required

Date:

11/13/2018

Owner/Guarantor/Signer 2 Name

HELEN E SCOTT

Position/Title:

34

Customer Number (ECN):

727107015447846

Owner/Guarantor/Signer 2 Signature

☐ Submit manually☐ Signature not required

Date:

11/13/2018

Customer Copy