

COMMERCIAL CREDIT APPLICATION

To Be Completed By the Credit Department:

Credit Approved _____ Yes _____ No

Date _____

Authorized By: _____

Firm Name _____ Parent Company, If Subsidiary _____

Street Address _____ City _____ State _____ Zip Code _____

Mailing/Billing Address if different _____ Phone _____

Check one: Individual Partnership Corporation If Corporation: Federal I.D. No. _____

Individual: Social Security No. _____

Name of Owner or Owners (Authorized Officer of Corporation) (List home address for partnership or individual):

Will you purchase: Gasoline Diesel Kerosene Propane Lubricants

How will it be used? _____

IF YOU ARE TAX EXEMPT, PLEASE FURNISH COPY OF THE TAX EXEMPTION OR RESALE I.D. CERTIFICATE (WITH THIS APPLICATION)

Type of Business _____

Estimated Annual Sales _____ Name of Purchasing Agent/Contact _____

Is Purchase Order Required? Yes No Expected Monthly Credit Requirements _____

Have you filed Bankruptcy in the last 14 years? Yes, Date _____ No

Are there any Judgements against you? Yes No

TRADE REFERENCES

Name	Address	Phone
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

Name of Bank _____ Account Number _____

Street Address _____ City/State _____

TERMS AND CONDITIONS OF CREDIT FROM HUTCHENS PETROLEUM CORPORATION

1. This application is submitted by the undersigned ("Applicant") for the purpose of obtaining a credit account with Hutchens Petroleum Corporation. All representations and information provided by Applicant are accurate, complete and truthful.
2. The Applicant hereby authorizes any individual, firm or corporation given as a credit reference to disclose to Hutchens Petroleum Corporation, orally or in writing, and information which is pertinent to this application.
3. If the Applicant is a corporation, the undersigned represents and warrants that he is duly and properly authorized to make application on behalf of said corporation and to obligate same for any credit extended as a result of this application, and further that the corporation will continue to be bound and obligated for any credit advanced until notice to the contrary is given in writing to Hutchens Petroleum Corporation.
4. Credit extended by Hutchens Petroleum Corporation to Applicant shall be due in full 30 days subsequent to the invoice date of each purchase unless otherwise stated on invoice or agreed in writing by the parties. A finance charge of 1.5% per month will be assessed on the balance subject to finance charges as determined on the last business day of the monthly billing cycle.
5. If this Agreement or the Account is referred for collection or Hutchens Petroleum Corporation is forced to take other collection action, the Applicant agrees to pay collection charges, including all court costs, expenses, and attorney's fees at the rate of thirty-three percent of all monies then owed to Hutchens Petroleum Corporation, in addition to other sums owed.

DATE: _____ COMPANY NAME _____

BY _____ Title _____

Soc. Sec. Number _____

BY _____ Title _____

Soc. Sec. Number _____

GUARANTY

FOR THE VALUE RECEIVED, the undersigned jointly and severally if more than one, does guarantee payment of all credit extended or to be extended by Hutchens Petroleum Corporation, to Applicant if Applicant defaults in its payment of any such indebtedness. It is understood that this guaranty shall be continuing and irrevocable guaranty of payment of said indebtedness of the Applicant. The undersigned Guarantor expressly waives presentment for payment, notice of default, notice of non-payment, and protests and consents to any extension of time of payment granted by Hutchens Petroleum Corporation. The undersigned shall also pay all collection costs, court costs including attorney's fees at the rate of thirty-three percent of all monies owed to Hutchens Petroleum Corporation in collecting the indebtedness or enforcing this Guaranty.

DATE: _____ SIGNED _____
Guarantor

DATE: _____ SIGNED _____
Guarantor