

WEST CENTRAL FS, INC.

1445 Monmouth Blvd., Galesburg, IL 61401 Phone (309)343-1600 Fax (309) 343-1615

APPLICATION FOR CREDIT

CONTACT INFORMATION

Account Type: Home Heat/LP/Fuel Farm LP/Fuel Crops Salesman:

Legal Name of Individual or Borrowing Entity:

Applicant SS# or Federal ID#:

Co-Applicant Name:

SS#:

Co-Applicant Name:

SS#:

Phone:

Fax:

E-mail:

Street and Mailing Address:

City:

State:

ZIP Code:

Employer Name:

Job Title:

Monthly Salary:

Address:

Phone:

Length of Employment:

Individual/ proprietor: Single Married Divorced

Partnership:

Corporation:

BUSINESS AND CREDIT INFORMATION

Bank name:

Bank address:

Phone:

City:

State:

ZIP Code:

Type of account:

Savings Checking Other

Bank name:

Bank address:

Phone:

City:

State:

ZIP Code:

Type of account:

Savings Checking Other

BUSINESS/TRADE REFERENCES

Company name:

Address:

City:

State:

ZIP Code:

Phone:

Fax:

E-mail:

Company name:

Address:

City:

State:

ZIP Code:

Phone:

Fax:

E-mail:

Company name:

Address:

City:

State:

ZIP Code:

Phone:

Fax:

E-mail:

APPLICANT HEREBY AUTHORIZES WEST CENTRAL FS, INC. TO CONDUCT A BACKGROUND INVESTIGATION OF APPLICANT, INCLUDING A REVIEW OF CREDITWORTHINESS AND FINANCIAL RESPONSIBILITY UPON RECEIPT OF THIS AGREEMENT AND FROM TIME TO TIME DURING THE TERM HEREOF AS DETERMINED TO BE APPROPRIATE BY WEST CENTRAL FS, INC. APPLICANT ACKNOWLEDGES THAT THIS AGREEMENT IS SUBJECT TO AND HEREBY INCORPORATES AND MAKE A PART HERE OF THE TERMS & CONDITIONS OF THE FOLLOWING PAGE.

SIGNATURES

Applicant Name:

Co-Applicant Name:

Signature: _____

Signature: _____

Title:

Title:

Date: _____

Date: _____

For company use: Approval date

Account #

Credit Application and Note TERMS & CONDITIONS

Credit Limit; Payment. Upon West Central FS, Inc.'s approval of, and in reliance on, credit information submitted by Applicant to West Central FS, Inc., West Central FS, Inc. may assign a maximum credit amount to Applicant from time to time and West Central FS, Inc. may permit Applicant to obtain goods and services on credit up to such credit limit. Such credit will be governed by the terms of this Agreement, and West Central FS, Inc. retains the right to reduce the credit limit and terminate Applicant's right to credit at any time without prior notice except as otherwise required by law. Applicant represents and warrants that the information provided by Applicant is complete and accurate. For value received, the Applicant promises to pay to the order of West Central FS, Inc. the amount of credit as may be advanced by West Central FS, Inc. from time to time in cash or credit as evidenced on the books and records of West Central FS, Inc., plus a finance charge thereon established hereunder for any amounts not paid when due, plus all other fees imposed by West Central FS, Inc. from time to time, plus all costs of enforcement (including attorneys' fees) and other remedial obligations imposed on Applicant hereunder. Payment shall be made within the time period specified in any applicable invoice, or if no invoice or date is issued within thirty (30) days following the date of delivery of products and services. Payment shall be made to West Central FS, Inc. at the address provided in any invoice, or if no invoice or address is provided, to West Central FS, Inc. at the address for notice set forth herein. Applicant authorizes West Central FS, Inc. to process any checks submitted as an automated clearing house transaction. Applicant acknowledges and agrees to be bound by the terms of any purchase program, offering, invoice, policy or procedures of West Central FS, Inc., whether related to credit requirements or otherwise.

Term and Termination. The term hereof shall commence on the date of execution by Applicant and shall continue for a period of one (1) year. This Agreement shall automatically renew for one (1) year terms on subsequent anniversaries of such date unless terminated as set forth herein. This Agreement may be terminated by West Central FS, Inc. for any reason upon notice to Applicant. Applicant shall have the right terminate this Agreement upon thirty (30) days notice to West Central FS, Inc.; provided however, that such termination shall not be effective unless and until Applicant is in full compliance with the terms hereof. No termination by either party shall impair the rights West Central FS, Inc. or the duties of Applicant arising on or prior to the date of termination, and all representations, warranties, and obligations of Applicant shall survive any such termination.

Default and Remedies. Occurrence of any of the following shall, at West Central FS, Inc.'s option, and without notice or demand on the Applicant, constitute a default: (a) the failure to make any payment hereunder before due date; (b) breach of any representation, covenant or obligation under this Agreement or any other agreement between the parties or between Applicant and any affiliate of West Central FS, Inc.; (c) a default by Applicant under any other promissory note executed by the Applicant, or any one of them, and payable to the West Central FS, Inc.; (d) if any statement or report furnished by the Applicant to the West Central FS, Inc. is false in any material respect; (e) if Applicant sells its business, is dissolved, ceases to exist, declares insolvency, is the subject of any proceeding under any bankruptcy or insolvency, is the subject of any proceeding under any bankruptcy or insolvency laws, or is the subject of any proceeding under any state or federal farm or agricultural debt mediation law; and (f) any reasonable insecurity of West Central FS, Inc., subjectively measured. In the event of a default hereunder by Applicant, all of West Central FS, Inc.'s obligations hereunder shall immediately cease and West Central FS, Inc. shall have the right to specific performance, injunctive relief, money damages, offset against amounts owed, or immediate termination of this Agreement upon notice to Applicant, and Applicant shall be responsible for all of West Central FS, Inc.'s costs of enforcement of this Agreement, including all court costs and attorneys' fees. In addition, at West Central FS, Inc.'s option, all unpaid indebtedness of Applicant to West Central FS, Inc. shall become immediately due and payable, without notice to or demand upon Applicant. Applicant's obligations with respect to the Indebtedness shall be absolute, irrevocable and unconditional, irrespective of the legality, validity, regularity or enforceability of any of the Indebtedness or any related agreements or instruments in respect of any of the foregoing and shall not be subject to any counterclaim, setoff, deduction or defense based upon any claim Applicant may have against the West Central FS, Inc. or any other person and shall remain in full force and effect without regard to, and shall not be released, discharged or in any way affected by, any circumstance or condition whatsoever (whether or not such assignee shall have any knowledge or notice thereof), including, without limitation any event or circumstance that would constitute a defense or legal or equitable discharge, except payment in full of the Indebtedness. Except to the extent prohibited by law, Applicant hereby grants to West Central FS, Inc., its successors and assigns (specifically including any assignee permitted in this Agreement), an irrevocable power of attorney to endorse and/or negotiate on the Applicant's behalf any checks or other instruments which are jointly payable to Applicant and West Central FS, Inc. and apply the same against the Indebtedness. The foregoing power of attorney shall not be affected by subsequent disability, incapacity or incompetency of Applicant and shall not be exercised by the West Central FS, Inc. until the occurrence of an event of default. All acts of such attorney are hereby ratified and approved, and the West Central FS, Inc. shall not be liable for any act or omission or for any error of judgment or mistake of fact or law. West Central FS, Inc.'s rights and remedies shall be cumulative and nonexclusive and may be exercised without any notice, demand, defense, claim, counterclaim, offset, or other right or action to which Applicant may be otherwise entitled, all of which are hereby expressly waived. West Central FS, Inc. may assess a late charge on the unpaid principal balance after any applicable due date which shall be 2% per month (24% per annum), and payments made shall apply first to unpaid late charges and then to the unpaid principal balance.

Indemnification; Limitation of Liability. Applicant agrees to defend, indemnify, save and hold West Central FS, Inc., its affiliates and subsidiaries, and their officers, directors, employees, subcontractors, vendors, agents, representatives, successors and assigns harmless from and against any claim, demand, loss, action, liability, obligation, damage, cost or expense, including reasonable attorneys' fees, arising out of or relating to any default hereunder, any misrepresentations or inaccuracies in any of Applicant's representations and warranties contained herein, any violation or claimed violation of any third party's rights resulting in whole or in part from Applicant's actions, or any other obligation or action of Applicant or Applicant's affiliates, directors, officers, employees, subcontractors, vendors, agents, representatives or permitted assigns, regardless of any claim of cause or contribution on the part of West Central FS, Inc.. West Central FS, Inc. shall not be liable under any circumstances or legal theory, tort (including negligence), contract or otherwise, for any lost profits or any form of consequential, incidental, indirect, punitive or special damages arising out of or relating to this Agreement even if advised of the likelihood of such damages occurring.

Miscellaneous. This Agreement constitutes the entire understanding of the parties with regard to the subject matter hereof, revokes and supersedes all prior agreements between the parties, is intended as a final expression of their agreement, shall take precedence over any other documents which may conflict with this Agreement, shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns, and shall not be amended by Applicant but may be amended at any time by West Central FS, Inc. effective on notice to Applicant. No waiver of any default shall be deemed as a waiver of prior or subsequent default of the same or of other provisions of this Agreement. If any provision hereof is held unenforceable, such invalidity shall not affect the operation of any other provision and such invalid provision shall be deemed to be severed from this Agreement. No rule of strict construction shall be applied to the interpretation of this Agreement. This Agreement shall be governed in accordance with the laws of the State of Illinois without regard to conflict of law principles, and any action arising hereunder shall be brought only in the federal and state courts located in the State of Illinois, all protests based on jurisdiction or venue being hereby waived. Applicant hereby irrevocably waives the right to trial by jury in any action arising in connection with this Agreement. Applicant shall not assign or otherwise transfer this Agreement, in whole or in part, by operation of law or otherwise. West Central FS, Inc. shall not be liable for any delay or failure to perform any duty as a result of any causes or conditions that are beyond West Central FS, Inc.'s control. Any notice required to be given under this Agreement shall be deemed given when in writing and personally delivered to, or three (3) days after being mailed by certified mail, return receipt requested and postage prepaid, or the day after being sent by overnight courier to, Applicant at the address provided herein or to West Central FS, Inc. at 1445 Monmouth Blvd., Galesburg, IL, Attn: Kim Greiner; provided however, that any such address may be changed by written notice at any time. This Agreement shall be binding upon Applicant upon Applicant's execution and delivery hereof without the requirement of any signature on the part of West Central FS, Inc..

Guarantee. In order to induce West Central FS, Inc. to extend credit to Applicant, the undersigned jointly, severally and unconditionally guarantee payment of all amounts owed by Applicant or its successors or assigns to West Central FS, Inc., including all principal, interest, collection costs, attorneys' fees and other expenses, liabilities and indebtedness the Applicant in existence or arising in the future. In the event of any default or other failure to perform on the part of Applicant, the undersigned agree to pay all such amounts immediately and to otherwise perform all obligations of Applicant under the Agreement, and all rights of notice, protest, presentment, demand, claim, counterclaim, or offset are hereby expressly waived.

Guarantor: _____ Date: _____
Guarantor: _____ Date: _____

Guarantor: _____ Date: _____
Guarantor: _____ Date: _____