



JSC Terminal, LLC, dba Midwest Terminal
PO Box 959 / 725 N. 5th Street
Paducah, KY 42002-0959
Phone: (270) 442-0362 / Fax: (270) 444-6224

CREDIT AGREEMENT/APPLICATION

Legal Name of Business/Proprietor: Date Established:
Street Address:
City, State, Zip:
Mailing Address (If Different):
City, State, Zip:
Phone #: Fax: Email:
Accounts Payable Contact Person and Phone #:

Type of Business (Please Check):

Individual Proprietorship Partnership Corporation LLC Specify Other:

Federal Tax ID#: Social Security # (If Individual/Proprietor):

Is Your Organization currently involved in bankruptcy procedures or declared insolvent within the past year?: Yes No

If Yes, when?:

Tax Status: (Check all that apply. Customers claiming any exemption MUST provide copies of all certificates and permits.)

Sales Tax Exempt: Yes No If Yes, #: Attach Exemption Certificate
Federal Excise Tax Exempt: Yes No If Yes, #: Attach Exemption Certificate
State Excise Tax Exempt: Yes No If Yes, #: Attach Exemption Certificate

Type of Purchases (Check all that apply):

Gasoline Ethanol Blends Clear Diesel Dyed Diesel Clear Biodiesel Blends Dyed Biodiesel Blends
Kerosene Parts/Accessories Lubricants Chemicals Specify Other:

If purchasing Diesel, how will it be used?: On Road Commercial Off Road Farm Home Heat Commercial Heat

Credit:

Desired line of Credit: \$ Estimated Monthly Gallon Usage:
(If credit requested is over \$10,000.00, please provide financial statements for the last 3 years including the current YTD standing.)

Payment Information (PAYMENT IS DUE ACCORDING TO CREDIT TERMS FOR APPROVED ACCOUNTS):

Please indicate your method of payment: Check Credit Card\* EFT\*\*

\*Payments made with a Credit Card are subject to a Convenience Fee. Please fill out a Credit Card Authorization Form.

\*\*Payments made by EFT are preferred. Please fill out an EFT Authorization Form for payments made by EFT.

Tanks and Estimated Monthly Volume:

Please indicate your tank inventory including size and estimated monthly volume.

MIDWEST TERMINAL USE ONLY:

Product: Tank Size: Volume: Rate: Updated:
Product: Tank Size: Volume: Rate: Updated:
Product: Tank Size: Volume: Rate: Updated:

Directions or Special Instructions:

Blank lines for directions or special instructions.

**JSC Terminal, LLC  
dba Midwest Terminal  
Credit Agreement/Application (Continued)**

**Bank Reference**

Bank Name: \_\_\_\_\_ Address: \_\_\_\_\_

Account#: \_\_\_\_\_ Phone#: \_\_\_\_\_ Fax #: \_\_\_\_\_

**Owner, Partners or Corporate Officers:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Residential Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Residential Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Residential Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

**Industry Trade References**

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Contact : \_\_\_\_\_ Phone#: \_\_\_\_\_ Fax #: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Contact : \_\_\_\_\_ Phone#: \_\_\_\_\_ Fax #: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Contact : \_\_\_\_\_ Phone#: \_\_\_\_\_ Fax #: \_\_\_\_\_

The information provided on all pages of this document is for the purpose of obtaining credit information and is warranted by Applicant to be true. By your signature hereon, JSC Terminal, LLC dba Midwest Terminal (the "Lender") is authorized to conduct whatever credit investigation it deems necessary including personal credit history, to determine applicant's credit and financial responsibility. By your signature below, the undersigned Applicant agrees that any EXTENSION OF CREDIT FOLLOWING APPROVAL OF THIS CREDIT AGREEMENT/APPLICATION SHALL BE SUBJECT TO THE TERMS AND CONDITIONS AND SECURITY AGREEMENT included on this document, and you affirm and represent that you are authorized to execute this agreement/application on behalf of Applicant and that you have read the "Terms and Conditions and Security Agreement" and agree to be bound by them. The Applicant agrees that this Credit Agreement/Application, Guaranty, and Terms and Conditions and Security Agreement contains the entire and only understanding between Applicant and Lender relating to the subject of the matter hereof. No provision of this Agreement can be waived, amended or modified, except by an instrument in writing signed by a duly authorized representative of the Lender. The execution of this Credit Agreement/Application, Guaranty and the Terms and Condition and Security Agreement will be legally binding upon the Applicant.

\_\_\_\_\_  
Authorized Signature of Applicant

\_\_\_\_\_  
Title of Applicant

\_\_\_\_\_  
Printed Name of Signed Applicant

\_\_\_\_\_  
Date Signed

**MIDWEST TERMINAL CREDIT DEPT USE ONLY**

Credit Denied       Credit Approved      Date: \_\_\_\_\_      Credit Line: \$ \_\_\_\_\_

Authorized By: \_\_\_\_\_ Title: \_\_\_\_\_

Main Account#: \_\_\_\_\_ Alt. Acct#: \_\_\_\_\_

Mannatec Account#: \_\_\_\_\_ Salesperson: \_\_\_\_\_

Acct Rec Updated: \_\_\_\_\_ Dispatch Updated: \_\_\_\_\_

## PERSONAL GUARANTY

If Applicant is an individual or sole proprietor, Applicant's spouse, if any, must sign the Personal Guaranty. If Applicant is a corporation, partnership or limited liability company, at least one of the Applicant's principals (shareholders, partners or members) and the principal's spouse, if any, must sign the Personal Guaranty.

Guarantor affirmatively states that he/she is married to \_\_\_\_\_/is not married.

Guarantor affirmatively states that he/she is married to \_\_\_\_\_/is not married.

In consideration of JSC Terminal, LLC dba Midwest Terminal (the "Lender") extending credit and/or providing other financial accommodation to the Applicant identified on the Credit Agreement/Application, hereto, (the "Applicant"), the undersigned (collectively the "Guarantors") jointly and severally hereby guarantee the full and prompt payment when due, and at all times thereafter, of any and all indebtedness of Applicant at any time and from time to time, to JSC Terminal, LLC under the Credit Agreement/Application and Terms and Conditions and Security Agreement (hereinafter referred to as "Indebtedness"); and the Guarantors further agree to pay all expenses, including reasonable attorneys' fees and legal expenses, paid or incurred by the Lender in endeavoring to collect the Indebtedness and in enforcing this Guaranty. The Guarantors authorize the Lender to obtain credit and financial information concerning him or her at any time and from any source. The liability of the Guarantors hereunder is direct and unconditional, and Lender shall have the right to proceed against the Guarantors immediately upon any default by the Applicant and shall not be required to take any action or proceedings of any kind against the Applicant or any other party liable for the Applicant's debts or obligations before proceeding against the Guarantors hereunder.

IN WITNESS WHEREOF, this Guaranty has been executed and delivered by the Guarantors as of the date written below:

Guarantor Printed Name	Guarantor Signature	Date
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Street Address, City, State and Zip Code	Phone
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Guarantor Printed Name (Spouse)	Guarantor Signature (Spouse)	Date
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Street Address, City, State and Zip Code	Phone
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(SEE ATTACHED FOR TERMS AND CONDITIONS AND SECURITY AGREEMENT)

## **TERMS AND CONDITIONS AND SECURITY AGREEMENT**

This Terms and Conditions and Security Agreement (the "Agreement") between the Applicant identified on page one hereof in the Credit Agreement/Application hereto (the "Applicant") and JSC Terminal, LLC dba Midwest Terminal (the "Lender") is entered into in consideration of the extension of credit by Lender to the Applicant on the following terms and conditions;

**1. SCOPE.** This Agreement and each invoice for inventory, goods or services to be provided by Lender to Applicant govern the terms and conditions of all charges on Applicant's credit account ("Account") from the date of this Agreement until terminated. Lender reserves the right to grant, revoke, or modify the terms of the Account at any time and nothing in this Agreement shall be construed as a guarantee or assurance of any extensions of credit on the Account at any time.

**2. PAYMENT AND TITLE.** The Applicant shall pay the Account in U.S. dollars, in accordance with the following terms for each type of product sold; (i) All Fuel Products: Net 10 days; (ii) All Non-fuel Products and Services: Net 30 days. Lender shall retain title to all goods that have not been paid for, or which remain on Applicant's Account, until payment has been received under this Section 2 of the Agreement.

**3. FINANCE CHARGE; COLLECTION COSTS.** If Applicant has not paid all sums due Lender by the due date stated on the invoice a minimum monthly finance charge of 1.5% per calendar month or the highest amount legally allowed shall accrue and be payable each month until paid in full. The waiver of a finance charge or any portion thereof shall not be deemed to be a waiver of any future finance charges. Should it become necessary to place the account with a collection agency or attorney for collection, Lender shall be entitled to its attorneys' fees, paralegal fees, collection costs, and prejudgment interest on any damage claim in addition to all other sums due. Applicant will pay a returned check fee equal to the greater of \$30 or the maximum amount allowed by law.

**4. SECURITY AGREEMENT.** This Agreement shall constitute a security agreement within the meaning of the Uniform Commercial Code ("UCC"). Applicant hereby grants a security interest to Lender in: (i) all inventory and goods purchased by Applicant from Lender (whether shipped to Applicant or Applicant's customers and whether retained or returned by such customers) and the proceeds of such goods, as defined by the UCC ("Proceeds"); (ii) all receivables of Applicant arising from any source whatsoever; (iii) all records, writings, papers and data kept or relating to any part or component of the foregoing collateral, in all forms (written, photographic, microfilm, microfiche, electronic or otherwise, and the computer software and other media, together with its related hardware and equipment, as may be required to utilize, create, maintain, process and retrieve the same); (iv) the accounts of the Applicant, as defined by the UCC; (v) all of the Applicant's inventory, as defined by the UCC; and (vi) all accessions, substitutions and additions thereto, and all Proceeds thereof ("Collateral"), to secure payment and performance of all debts, liabilities and obligations of Applicant to Lender, including, without limitation, obligations arising under this Agreement or any invoice, of any kind whatever and however or whenever incurred. Applicant further authorizes Lender to file a financing statement without Applicant's signature to protect the security interest of Lender without the signature of the Applicant.

**5. APPLICANTS COVENANTS.** Applicant shall (i) provide Lender with at least fifteen (15) days prior notice of any changes in Applicant's legal name, state of formation, incorporation, principal place of business or residence; (ii) not misuse or abuse the Collateral or allow it to deteriorate; (iii) keep the Collateral fully insured against any and all risks of loss whatsoever; (iv) not change its form of organization nor combine or merge with any other entity without first obtaining Lender's prior written consent; (v) except with respect to sales to Applicant's customers in the ordinary course of business, sell, transfer or encumber the Collateral in any manner whatsoever; or (vi) cause the Collateral to be maintained at any location other than the Applicant's "Address" as set forth in the Agreement (as may be changed from time to time by Applicant on prior notice to Lender) except with respect to sales to Applicant's customers in the ordinary course of business.

Initials: \_\_\_\_\_

Date: \_\_\_\_\_

**TERMS AND CONDITIONS AND SECURITY AGREEMENT CONTINUED**

**6. DEFAULT.** If (i) Applicant makes a false statement on this Agreement, (ii) Applicant breaches any of its covenants or fails to perform any of its obligations hereunder, (iii) Applicant fails to make any payment on the Account when due: or (iv) Applicant or any guarantor of Applicant's obligations under this Agreement becomes insolvent, files a petition in bankruptcy or has an involuntary petition in bankruptcy filed against it, then Applicant shall be in default under this Agreement and all sums owed by Applicant shall become immediately due and payable in full without further notice or demand, and Lender shall be entitled to exercise any and all remedies available to it at law or in equity, including, without limitation, its rights as a secured creditor of Applicant. Without limiting the generality of the foregoing, Lender may enter Applicant's premises without legal process and take possession of the Collateral. If the amount received on the sale of repossessed goods is insufficient to pay the full amount owed to Lender, Applicant agrees to pay the amount of such deficiency. Applicant waives any and all rights it may have under the UCC with respect to the enforcement of Lender's security interest in the Collateral and disposition thereof to the maximum extent permissible by law. Any requirement of reasonable notice of disposition of the Collateral shall be satisfied if such notice is mailed to Applicant's billing address at least ten (10) days before such disposition.

**7. CARDLOCK SYSTEM.** Applicant agrees that it and any person using the cardlock cards delivered to Applicant shall promptly notify Lender of any malfunctioning of the cardlock system of which Applicant or such person becomes aware. Applicant agrees that Lender shall not be responsible for any damage or loss, including without limitation incidental or consequential damages to Applicant, or any person using the cardlock cards delivered to Applicant, which may result from the cardlock system's failure to provide fuel or perform in any other matter. Applicant's right to purchase fuel through the cardlock system may be terminated immediately upon any breach of any of the terms hereof or of any other agreement with Lender. Upon termination, Applicant agrees to immediately surrender all cardlock cards issued to Applicant and to immediately pay all outstanding sums owed to Lender.

**8. GOVERNING LAW.** This Agreement is governed by the laws of the Commonwealth of Kentucky without regard to its internal laws respecting conflicts of law. The Applicant accepts unconditionally the exclusive jurisdiction of any state or federal court located in McCracken County, Kentucky over any action or proceeding arising out of this Agreement and waives any claim that the Commonwealth of Kentucky is not a convenient forum or the proper venue.

**9. EXECUTION BY FACSIMILE.** Applicant and Lender agree that execution of signature pages of this Credit Agreement/Application, Personal Guaranty and Terms and Conditions and Security Agreement along with any other attached documents hereto, followed by transmission of such pages by facsimile/telecopier will be legally binding upon each party.

THE APPLICANT AND THE GUARANTORS WARRANT (i) ALL THE INFORMATION ON THE AGREEMENT IS TRUE AND CORRECT IN ALL RESPECTS: (ii) THE UNDERSIGNED HAS FULL POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE APPLICANT; AND (iii) THIS AGREEMENT HAS BEEN CAREFULLY READ AND IS LEGALLY BINDING ON APPLICANT UPON ACCEPTANCE OF THE CREDIT APPLICATION BY LENDER.

\_\_\_\_\_  
Authorized Signature of Applicant

\_\_\_\_\_  
Title of Applicant

\_\_\_\_\_  
Printed Name of Signed Applicant

\_\_\_\_\_  
Date Signed



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**EFT/ACH DEBIT AUTHORIZATION AGREEMENT**

Customer Name: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Contact Person and Phone #: \_\_\_\_\_  
 Contact Email Address: \_\_\_\_\_  
 FEIN#: \_\_\_\_\_ SS # (If Individual/Proprietor): \_\_\_\_\_

CUSTOMER named above authorizes JSC Terminal, LLC, dba Midwest Terminal, hereafter referred to as MWT, to initiate ACH debit entries and if necessary, ACH credit entries and adjustments for any amounts transacted in error to the asset account indicated at the DEPOSITORY named below, for all invoices due and payable on all accounts for said CUSTOMER with MWT according to pre-established and agreed upon terms for payment. CUSTOMER also authorizes below named DEPOSITORY to accept and to debit or credit the amount of such ACH entries to CUSTOMER’S account. Such ACH entries will be transmitted by US Bank, Paducah, Kentucky on behalf of MWT.

_____	_____	_____
Depository Name (Bank/Branch)	Account #	<input type="checkbox"/> Checking <input type="checkbox"/> Savings
_____	_____	_____
Address	ABA Routing #	
_____	_____	_____
City, State, Zip	Phone#	
_____	_____	_____
Bank Contact	Fax#	

This authority shall remain in effect continually and until 30 days after MWT and DEPOSITORY named above have received written cancellation notice from CUSTOMER and all purchases of petroleum products prior to receipt of cancellation have been paid.

CUSTOMER understands that a debit entry will only be accepted if sufficient funds are available in CUSTOMER’S account. CUSTOMER agrees to pay the greater of \$30 or the maximum amount allowed by law for each returned ACH debit entry from the DEPOSITORY. Upon notification, CUSTOMER agrees to make full restitution including all related fees for each returned ACH debit entry. CUSTOMER understands that failure to make restitution on any returned ACH debit entry places their account in default of pre-established terms and conditions and CUSTOMER hereby agrees to pay a minimum monthly finance charge of 1.5% per calendar month on the unpaid account balance until the account is paid in full.

_____	_____
Authorized Signature of Customer	Title
_____	_____
Printed Name of Signed Customer	Date Signed

**MIDWEST TERMINAL USE ONLY**

Authorized by: \_\_\_\_\_ Title: \_\_\_\_\_  
 Factor Updated: \_\_\_\_\_ Singlepoint Updated: \_\_\_\_\_



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## CREDIT CARD AUTHORIZATION AGREEMENT

Customer Name: \_\_\_\_\_

Credit Card Billing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact Person and Phone #: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

The CUSTOMER named above authorizes JSC Terminal, LLC, dba Midwest Terminal, hereafter referred to as MWT, to initiate credit entries and if necessary, debit entries and adjustments for any amounts transacted in error to the asset account indicated below, subject to the transaction limitation (if any) for all invoices due and payable on all accounts for said CUSTOMER with MWT according to the pre-established and agreed upon terms for payment. If not specified, the transaction limitation will be limited to the summed total of all invoices due from the CUSTOMER on all accounts according to the pre-established and agreed upon terms at the time of payment. The transaction limitation may be adjusted from time to time as mutually agreed by both parties.

Visa     Mastercard     Discover     American Express

\$ \_\_\_\_\_  
 Transaction Limitation (If any)

\_\_\_\_\_  
 Name as it appears on the card

\_\_\_\_\_  
 Expiration Date

\_\_\_\_\_  
 Credit Card#

\_\_\_\_\_  
 Card Security Code

This authority shall remain in effect continually until it is revoked in writing by the CUSTOMER or until the current information provided has reached the expiration date. The CUSTOMER understands that payment by credit card is subject to a Convenience Fee that will be added to the total transaction amount charged to the asset account listed above. The CUSTOMER further acknowledges that execution of their signature below whether original or by facsimile/telecopier will be legally binding.

\_\_\_\_\_  
 Authorized Signature of Customer

\_\_\_\_\_  
 Date Signed

### MIDWEST TERMINAL USE ONLY

Authorized by: \_\_\_\_\_

Title: \_\_\_\_\_

Customer Acct#: \_\_\_\_\_

Date Approved: \_\_\_\_\_