



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:

Mailing Address:

City, State, Zip: County:

Delivery 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 Cardlock Specify Other:

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

If using Cardlock, how many cards are needed? Please provide a PIN# for each card:

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):

Only EFT or Credit Card is accepted. Please indicate your method of payment: 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 fee free and 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:

**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 #: _____

Email: _____

Name: _____ Address: _____

Contact : _____ Phone#: _____ Fax #: _____

Email: _____

Name: _____ Address: _____

Contact : _____ Phone#: _____ Fax #: _____

Email: _____

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: _____ Payment Terms: _____

Main/CL Acct#: _____ Ship-to Acct#(s): _____

Tax Exmt Updated: _____ Salesperson: _____

Acct Rec Updated: _____ Dispatch Updated: _____

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 a 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