



Office: 907-276-2688
Toll Free: 800-478-2688
Fax: 907-276-3741

Re: Commercial Credit Application and documents

Thank you for your request for a credit account or update of an existing account with Delta Western, Inc., dba Delta Western Petroleum.

In order for us to make an informed decision on establishing an appropriate line of credit, we ask that our credit forms be completed, signed, and returned. The signature on the 2nd page of the credit application is especially important. If you are a proprietorship, you as owner must sign; if you are a partnership, a partner must sign; if you are a corporation, we must have an officer's signature along with the appropriate title. Also, please indicate a requested credit limit on the credit application. ***If you are asking for a credit limit of \$20,000.00 or more, we will need you to provide current and previous year financials.***

In addition, for us to make sure your file is complete; you will find a Federal Excise Tax Exemption Certificate as well as an Alaska Motor Vehicle Fuel Tax Certificate, if applicable. Should you have any tax questions, please call Paul Carpenter, our Tax Administrator at 1-800-528-0191, ext. 1736.

Please note that we consider accounts past due 30 days after invoice date. A finance charge of .875% per month will be assessed on all overdue amounts. All payments and billing questions should be directed to our Seattle Accounting Office at 1-800-528-0191.

Thank you for your business and prompt return of the following credit application and requested documents. *Please include a copy of your business license* and feel free to contact the Credit department at any time if you have any questions. Please fax or email the completed documents and mail the originals.

Sincerely,

Pam Snyder
Credit Manager
Phone: 907-265-3821
Fax: 907-276-3741
pamelan@deltawestern.com

Susan Hobbs
Credit Specialist
907-265-3832
907-276-3741
susanh@deltawestern.com

Jennifer Cozad
Credit Specialist
907-343-1239
907-276-3741
jenniferc@deltawestern.com



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**PLEASE CHECK
 SITE LOCATIONS
 BELOW**

COMMERCIAL CREDIT APPLICATION

Anchorage Bethel Dillingham Dutch Harbor Fairbanks Haines Juneau Naknek North Slope Sitka St. George Yakutat

The undersigned hereby applies for credit with Delta Western, Inc., dba Delta Western Petroleum ("DWI dba DWP") for the business entities and or vessels identified below, all of whom shall be identified as Customer(s). The person making application for such credit warrants that he or she is and owner, officer and or director of each business entity and or vessel for which credit is being requested, and further warrants that he or she has been specifically authorized to bind each such business entity or vessel to this Credit Application and to the terms and conditions of the Credit Agreement if Credit is extended.

Credit Limit Requested: \$ _____

Do any other officers / partners of corporation have any other credit arrangements with DWI dba DWP Yes No

If yes, please provide name: _____

BUSINESS ENTITIES

Name of Business Entity: _____ Receive Invoices: Mail Email: _____
 Address: _____ A/P Contact: _____
 City/State/Zip: _____ A/P Email: _____
 Telephone: _____ A/P Phone: _____
 Facsimile: _____ Tax I.D.: _____
 P.O. # Required: Yes No Authorized Signers: _____

OWNERS / CORPORATE OFFICERS / PARTNERS

1. Name: _____ Position: _____ U.S. Citizen? _____
 Home Address: _____ Social Security #: _____ Officer Partner
 City/State/Zip: _____ Home Phone: () _____
 2. Name: _____ Position: _____ U.S. Citizen? _____
 Home Address: _____ Social Security #: _____ Officer Partner
 City/State/Zip: _____ Home Phone: () _____
 3. Name: _____ Position: _____ U.S. Citizen? _____
 Home Address: _____ Social Security #: _____ Officer Partner
 City/State/Zip: _____ Home Phone: () _____

HEATING FUEL TANK CAPACITY: _____ LOCATION OF TANK _____

VESSEL(S)

Name: _____ Official #: _____
 Owner(s): _____ Manager(s): _____
 Insurance Co.: _____ Port of Registration: _____
 Insurance Agent/Phone: _____
 Name: _____ Official #: _____
 Owner(s): _____ Manager(s): _____
 Insurance Co.: _____ Port of Registration: _____
 Insurance Agent/Phone: _____

BANK REFERENCE

Bank Name: _____ Telephone: _____
 Branch: _____ Facsimile: _____
 Address: _____ Contact: _____
 City/State/Zip: _____ Title: _____
 Type of Credit Extended: _____ Checking Account #: _____

VESSEL LENDER

Bank Name: _____ Telephone: _____
 Branch: _____ Facsimile: _____
 Address: _____ Contact/Title: _____
 City/State/Zip: _____ Loan #: _____

TRADE REFERENCES

Company Name: _____
 Address: _____
 City/State/Zip: _____
 Contact Name: _____

Telephone: _____
 Facsimile: _____
 Account #: _____
 Email Address: _____

Company Name: _____
 Address: _____
 City/State/Zip: _____
 Contact Name: _____

Telephone: _____
 Facsimile: _____
 Account #: _____
 Email Address: _____

Name: _____
 Address: _____
 City/State/Zip: _____
 Contact Name: _____

Telephone: _____
 Facsimile: _____
 Account #: _____
 Email Address: _____

CREDIT AGREEMENT

The Customer identified below ("Customer") understands that it is the policy of the Delta Western, Inc., dba Delta Western Petroleum ("DWI dba DWP") to require payment of all charges prior to delivery of goods and/or services. DWI dba DWP agrees to alter this policy as to Customer subject to the following terms and conditions of the Credit Agreement, which is expressly understood to be an agreement strictly for business, commercial or agricultural (including fisheries) purposes pursuant to 15 USC §§1601 *et seq.*, and not primarily for personal, family or household purposes.

1. Customer shall complete and sign this Credit Agreement and the attached Credit Application. Customer understands that DWI dba DWP will rely upon this information and warrants that all information provided is both accurate and complete. Further, Customer agrees that if, at any time subsequent to the execution of this Credit Agreement and Credit Application, there shall be a change in its financial position which is both reasonably material and is adverse, it shall immediately inform DWI dba DWP and not thereafter utilize credit extended to it pursuant to this Credit Agreement.

2. DWI dba DWP is hereby authorized to access credit information relating to Customer from any source in order to evaluate the creditworthiness of Customer, and shall have the right to access such information upon application as well as all times thereafter. Customer hereby directs all entities identified on the face of this document or which otherwise possess information relating to the creditworthiness of Customer to fully release such information to DWI dba DWP. To the extent that any entity requires authorization in writing from Customer for release of such information, a photocopy of this document shall be deemed sufficient.

3. If, following investigation and evaluation of the creditworthiness of Customer, DWI dba DWP agrees to extend credit to Customer, DWI dba DWP shall issue a letter to Customer stating that it is willing to extend credit to Customer pursuant to this Credit Agreement, identifying the limits to which credit will be extended and adding any other conditions which it feels to be necessary. Said Credit Acceptance Letter shall be deemed a part of and fully incorporated into this Credit Agreement.

4. Thereafter, DWI dba DWP will extend credit to Customer up to the dollar limits stated in the Credit Acceptance Letter. Should outstanding charges owed by Customer to DWI dba DWP exceed the credit limit, the balance of the account in excess of the credit limit shall be immediately due and payable, and Customer shall thereafter be required to pay all charges owed to DWI dba DWP in excess of the credit limit prior to delivery of further goods and/or services to Customer. Similarly, no further credit will be extended to Customer until the outstanding balance owed to DWI dba DWP is brought within the authorized credit limit and Customer is otherwise in full compliance with this Credit Agreement.

Customer understands that oral agreements or commitments to loan money extend credit or to forbear from enforcing repayment of a debt are not enforceable under Washington law

5. Customer shall be required to pay all invoices for charges within 30 days of date of delivery unless otherwise noted. DWI dba DWP shall be authorized to apply all payments received first to accumulated interest and then to the oldest charges.

6. Customer agrees that interest on unpaid charges on past due invoices shall accrue at the rate of .875 percent per month until fully paid.

7. Customer explicitly grants DWI dba DWP a lien upon and security interest in all goods in which Customer has any interest whatsoever, whether as a shipper, owner, manager, agent, consignee or otherwise, for payment of charges (including interest, legal fees and costs and all other charges) due DWI dba DWP from Customer. Customer also authorizes DWI dba DWP, at Customer's sole risk and expense, to hold, warehouse and/or sell (publicly and/or privately and without notice to Customer) said goods to satisfy any charges owed DWI dba DWP. All legal costs and fees, as well as costs of holding, storing and/or selling of goods, involved in the collection of charges owed DWI dba DWP shall be promptly reimbursed to DWI dba DWP with interest on all such costs and charges to run at .875 percent per month until fully paid.

8. This Credit Agreement shall continue so long as Customer continues to purchase goods and/or services from DWI dba DWP, but may be terminated by DWI dba DWP at its sole discretion without notice to Customer and will be deemed automatically terminated upon any breach of, or failure to perform by, Customer, except that Customer's obligations shall survive termination and shall continue until satisfied.

9. This Credit Agreement along with the foregoing Credit Application and Credit Acceptance Letter constitute the entire agreement between DWI dba DWP and Customer as to matters addressed herein, and supersedes all prior written and oral agreements. This agreement may not be modified except through a writing signed by both parties, and no exception of performance by either party shall be deemed to affect the continuing validity of this agreement.

10. Any dispute regarding this Credit Agreement shall be brought in the federal or state courts located in Seattle, Washington, with the law of the state of Washington to be applied. The substantially prevailing party shall be entitled to recover its reasonable legal fees and costs.

Dated this _____ Day of _____, 20_____

Business Name: _____

Authorized Signature: _____

Signer's Name (Printed): _____

Signer's Title: _____

FOR OFFICE USE ONLY:

Notes:	Credit Manager Approval:	Site:
	Date:	Terms:
	Approved Credit Limit:	

INDIVIDUAL GUARANTY AGREEMENT

This Individual Guaranty Agreement (“Agreement”) is executed as of the ____ day of _____, 20____ by and between Delta Western Inc., dba Delta Western Petroleum (“DWI dba DWP”), a Washington corporation and any of its joint venture partnerships and _____, an individual (“Guarantor”).

NOW, FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which hereby irrevocably agreed, the parties agree to the terms and conditions set forth below.

1. The following business entity or entities each may directly or indirectly become “Debtor” pursuant to this Agreement:

Individual(s)	Business Entity or Entities	Vessel(s)

2. **Goods and/or Services.** DWI dba DWP or one of its joint venture partnerships has agreed to provide Goods and/or Services to the Debtor(s).
3. **Guaranty.**
 - a. Guarantor hereby unconditionally and irrevocably guarantees the prompt payment of all sums owed by Debtor(s) to DWI dba DWP for all Goods and/or Services provided to the Debtor(s) by DWI dba DWP, whether pre-existing or incurred in the future, as set forth herein (collectively the “Obligations”).
 - b. In addition to the foregoing, Guarantor agrees to pay to DWI dba DWP all expenses of every kind including without limitation, reasonable attorney’s fees and court costs incurred by DWI dba DWP in attempting to collect all or any part of the Obligations and in enforcing this Agreement.
4. **Guarantor Personally Bound.** Guarantor expressly agrees and acknowledges that he or she hereby personally guarantees the performance of the Obligations, and that separate and apart from his or her status and duties as an owner, officer, or director of Debtor, he or she personally executes the Agreement, and binds him/herself as an individual to the terms and provisions hereunder. Execution of this agreement by Guarantor shall bind Guarantor and have the same legal effect as if Guarantor was not an owner, officer, or director of the Debtor.
5. **Joint & Several Liability.** The obligations of the Debtor(S), Guarantor, and any additional guarantors of the Obligations are the joint & several liabilities of such parties. DWI dba DWP shall not be obligated to first resort or proceed, or exhaust its remedies against Debtor(s) or any other guarantor, or any other person or entity whatsoever, but may undertake actions against any party to collect any sums owed to DWI dba DWP pursuant to the Obligations. Such actions against one party shall not constitute a waiver by DWI dba DWP of any other action or remedy which may exist against any other party.
6. **Continuous Obligation.** This Agreement is a continuing guarantee of payment by Guarantor as provided herein and shall remain in full force and effect so long as any Obligation or part thereof continues to exist.
7. **Waivers by Guarantor.** Guarantor shall not assert and hereby waives any rights against Debtor(s) which Debtor(s) may have which arise from Guarantor’s payment or other performance hereunder, whether such rights arise by set-off or counterclaim, or claim of indemnity or reimbursement, or otherwise, until the liability hereunder shall have been discharged in full and all of the Obligations shall have been paid, and such liability not be affected in any way by the failure or invalidity of or any defect in any security, lien, including without limitation any maritime lien, or collateral given or existing under law to secure such indebtedness.

If payment is made by Debtor(s), whether voluntarily or otherwise or by any third party, on the Obligations and thereafter DWI dba DWP is forced to remit the amount of that payment to a trustee to bankruptcy of any Debtor or to any similar person under federal or state bankruptcy law or law for the relief of Debtor(s), the Obligations shall be considered unpaid for purposes of enforcement of this Agreement and Guarantor hereby agrees to indemnify and hold harmless DWI dba DWP from and against any expense, loss or damage resulting from or in connection to DWI dba DWP remittance of such payment.

- 8. **Successors & Assigns.** This Agreement shall inure to the benefit of DWI dba DWP, and all of its successors and assigns, and every immediate and successive assignee of the Obligations or any part thereof hereby guaranteed shall have the right to enforce all agreements, promises or obligations of Guarantor contained in the Agreement for such assignee's own benefit as if named herein.
- 9. **Default; Waiver of Notice.** On any default by Debtor(s), the liability of the Guarantor shall be effective immediately and Guarantor waives all requirements of notice, demand presentment or protest and any right which Guarantor might otherwise have to require DWI dba DWP first to proceed against Debtor(s) or against any other guarantor or any other person or first to realize on any security held by it before proceeding against Guarantor for the enforcement of this Agreement.
- 10. **Entire Agreement.** This document and the exhibits attached hereto constitute the entire Agreement between the parties and expressly supersedes and negates any prior agreements, whether written or oral. No alterations, modifications, or interpretations of this Agreement shall be binding unless in writing and signed by all parties.
- 11. **Oral Agreement.** No alterations or modifications of the terms set forth herein shall be binding on any party in a document duly executed by or on behalf of such party.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

- 12. **Choice of Laws; Venue.** This Agreement shall be construed and enforced in accordance with the laws of State of Washington. Each party hereby submits to the exclusive personal jurisdiction of any state or federal court sitting in Seattle, King County, Washington, in any action or proceeding brought to enforce or otherwise arising out of or relating to this Agreement.
- 13. The undersigned here by consent(s) to DWI dba DWP use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s), and/or guarantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorize(s) DWI dba DWP to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned as [an] individual(s) hereby knowingly consent(s) to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. @ 1681 ET SEQ.

DATED as of the date first set forth above.

Guarantor(s):

DATED this _____ day of _____ 20_____

DATED this _____ day of _____ 20_____

By: _____

By: _____

Print Name: _____

Print Name: _____

Social Security Number: _____

Social Security Number: _____