



COMMERCIAL CREDIT APPLICATION

<p>To Be Completed By the Credit Department:</p> <p>Credit Approved _____ Yes _____ No</p> <p>Date: _____</p> <p>Approved By: _____</p>

Firm Name: _____ Parent Company, If Subsidiary: _____

Street Address: _____ City _____ State _____ Zip Code _____

Mailing Address if Different: _____

Phone: _____ Fax: _____

Email Address for Invoicing: _____

Purchasing Agent: _____

Check One: _____ Corporation _____ Partnership: _____ Individual

If Corporation, Federal ID No: _____ If Individual, Social Security No: _____

Name of Owners/Officers/Members: (List home address for partners or individual):

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

Are there any judgments against you? _____ Yes _____ No

Will you purchase: _____ Gasoline _____ Diesel _____ Kerosene _____ Lubricants

If Fuel or Lubes: Estimated monthly volume _____

TRADE REFERENCES

<u>Name</u>	<u>Address</u>	<u>Phone</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

PRIMARY BANKING REFERENCE

Bank: _____ Bank Officer: _____

Acct # _____ Phone: _____ Fax: _____

IF YOU ARE TAX EXEMPT, PLEASE FURNISH A COPY OF THE TAX EXEMPTION CERTIFICATE WITH THIS APPLICATION

22 Performance Drive • Stuart, VA 24171 (276) 694-7000 • 1-800-537-7433 • Fax (276) 694-3382
2507 Reidsville, NC 27320 • (336) 349-8228 • 1-800-437-8852

**TERMS AND CONDITIONS OF CREDIT
FROM HUTCHENS RENTZ – EDEN**

1. This application is submitted by the undersigned (“Applicant”) for the purpose of obtaining a credit account with Hutchens Petroleum Corporation and/or one or more of its direct and indirect subsidiaries (“Hutchens”). Hutchens shall have the right at any time to assign this instrument to one of its subsidiaries or affiliates, in which event the name “Hutchens” as used in these Terms and Conditions and the Guaranty below shall be deemed to apply to such subsidiary or affiliate.
2. All representations and information provided by Applicant are accurate, complete and truthful.
3. Applicant hereby authorizes any individual, firm, or corporation given as a credit reference to disclose to Hutchens, orally or in writing, any information which is pertinent to this application. Applicant further authorizes Hutchens, or its authorized agents, to obtain business credit reports at any time after it receives this authorization.
4. If 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.
5. Credit extended by Hutchens 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.
6. If this Agreement or the Account is referred for collection or Hutchens is forced to take other collection action, Applicant agrees to pay collection charges, including all court costs, expenses and reasonable attorney’s fees, in addition to other sums owed.
7. Applicant further agrees that these Terms and Conditions shall inure to the benefit of Hutchens and its subsidiaries, affiliates, successors and assigns and shall bind the heirs, executors, personal representatives, administrators, assignees, purchasers and other successors of Applicant. If any provision or part of these Terms and Conditions is in conflict with any applicable statute or rule of law, such provision, or part thereof, as the case may be, shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions hereof or the remaining part of such provision. In consideration of Hutchens’ extension of credit, Applicant hereby expressly waives any right of trial by jury in any proceeding arising out of, or relating to, this Agreement. Applicant further consents to exclusive jurisdiction and venue for any such action in the State courts in Patrick County, Virginia.

Date: _____

Company Name: _____

Owner/Officer/Member Signature: _____

Printed Name: _____

Title: _____

Company Name: _____

Owner/Officer/Member Signature: _____

Printed Name: _____

Title: _____

GUARANTY

FOR THE VALUE RECEIVED, the undersigned jointly and severally if more than one, does unconditionally guarantee payment of all sums now or hereafter owed by Applicant to Hutchens, including without limitation attorneys' fees as specified in the Terms and Conditions set forth above, if Applicant defaults in its payment of any such indebtedness. It is understood that this Guaranty shall be a continuing and irrevocable guaranty of payment of said indebtedness of the Applicant and Hutchens shall not be obligated to notify the undersigned of the dates or amounts of any such credit. Each undersigned guarantor expressly waives notice of acceptance of this Guaranty, the benefit of all exemptions and homestead laws, all set-offs and counterclaims, all other notices to which the undersigned might otherwise be entitled, presentment, notice of default, notice of non-payment, and protest and consents to any extension of time of payment granted by Hutchens. The undersigned shall also pay all collection costs, expenses and court costs, including without limitation reasonable attorney's fees incurred by Hutchens in collecting the indebtedness or enforcing this Guaranty. This Guaranty shall inure to the benefit of Hutchens and its subsidiaries, affiliates, successors and assigns and shall bind the heirs, executors, personal representatives, administrators, assignees, purchasers and other successors of the undersigned. If any provision or part of this Guaranty is in conflict with any applicable statute or rule of law, such provision, or part thereof, as the case may be, shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions hereof or the remaining part of such provision. In consideration of Hutchens' extension of credit to Applicant, each of the undersigned hereby expressly waives any right of trial by jury in any proceeding arising out of, or relating to, this Guaranty. Each of the undersigned further consents to exclusive jurisdiction and venue for any such action in the State courts in Patrick County, Virginia.

In connection with this guaranty of the obligations of Applicant to Hutchens each of the undersigned guarantors, recognizing that his or her individual credit history may be a necessary factor in evaluating this Guaranty, authorizes Hutchens, or its authorized agents, to obtain a consumer report with respect to the undersigned at any time after it receives this authorization.

Each of the undersigned guarantors understands that any information that he or she discloses in connection with this guaranty may be used to obtain such consumer reports and that such consumer reports include any written, oral, or other communication of information by a consumer reporting agency bearing on the undersigned's credit worthiness, credit standing, credit capacity, character, general reputation, and other personal characteristics.

The undersigned acknowledges that he or she has received, read, and understands the Fair Credit Reporting Act Background Check Disclosure, A Summary of Your Rights under the Fair Credit Reporting Act, and this authorization.

Date: _____	Signature: _____
	Printed Name: _____
	Social Security Number: _____
Date: _____	Signature: _____
	Printed Name: _____
	Social Security Number: _____