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CREDIT AGREEMENT

In consideration of **Big West Oil, LLC** (The COMPANY) extending credit to the undersigned debtor (the DEBTOR) on open account for goods purchased from the COMPANY, _____ hereby covenants and agrees with Flying J Inc. as follows.

1. DEBTOR shall pay the net balance due for each load of product within ten (10) days from date of invoice. Failure to pay said account balance within the prescribed period shall be a default hereunder and said delinquent account shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum (1-1/2% monthly), or at the highest legal rate if less than 18 percent annually.
2. COMPANY'S delay or failure to proceed with collection efforts upon delinquency of DEBTOR'S account shall not be construed as a waiver of the COMPANY'S right so to do, nor shall said failure to delay be a waiver of COMPANY'S right to demand strict compliance with the terms of this agreement with respect to payment of the delinquent account or amounts due on future extension of credit.
3. COMPANY shall have the right to terminate this credit agreement and any credit account arrangement it has with DEBTOR for any reason whatsoever and without notice to any person, including DEBTOR, provided that said termination shall not violate any federal, state or local law, regulation, rule or directive. Termination of this agreement or credit account shall not relieve DEBTOR of DEBTOR'S obligation to pay any outstanding credit balances including interest and costs in strict accordance with the terms of this agreement.
4. In the event the COMPANY deems its account with DEBTOR insecure for any reason whatsoever, DEBTOR agrees to give COMPANY, at COMPANY'S request, a security interest in DEBTOR'S property which interest shall be sufficient to cover the debt then existing on the COMPANY'S books; and DEBTOR agrees to sign such agreement and financing statements or security instruments as may be necessary to effectuate such a hypothecation.
5. Upon failure of DEBTOR to pay his account in accordance with the terms herein specified, the COMPANY may take any legal measures necessary to collect the outstanding balance of said account; and DEBTOR agrees to pay interest thereon as herein provided plus costs and reasonable fees for collection agencies or attorneys employed in the collection of said items.
6. DEBTOR warrants that all statements in DEBTOR'S application for credit are true and correct. If any representation in the application becomes untrue or misleading at any time, DEBTOR shall so notify the COMPANY.
7. This instrument contains the entire agreement of the parties with respect to credit extended and matters contained herein and cannot be supplemented except by writing signed by the credit manager for the COMPANY and the DEBTOR hereto.
8. Time is of the essence with respect to this agreement and all transactions entered into pursuant hereto.

IN WITNESS WHEREOF, DEBTOR has executed this agreement, and the COMPANY accepted the same the _____ day of _____, 20_____.

DEBTOR

_____ By: X _____
 Name Signature

Address: _____