



**Application for Credit**

Plainview Bioenergy, LLC, White Energy Hereford, LLC

|   |              |                        |                      |
|---|--------------|------------------------|----------------------|
| Legal Business Name   |              | DBA                    |                      |
| Contact Name  | Phone        | Email address          |                      |
| AP Contact  | Phone        | Email address          |                      |
| Billing Address   | City         | State                  | Zip                  |
| Shipping Address  | City         | State                  | Zip                  |
| Entity Structure (Circle One) Corporation Partnership LLC Sole-Proprietorship Other _____ |              |                        | Tax ID # or SSN#     |
| Type of Business (Circle One) Dairy Feed Yard Stocker Other _____                         |              |                        | Credit Limit Request |
| <b>Bank Reference</b>   |              | <b>Trade Reference</b> |                      |
| Bank Name   | Loan Officer | Business Name          | Contact              |
| Phone   |              | Phone                  |                      |
| <b>Trade Reference</b>  |              | <b>Trade Reference</b> |                      |
| Business Name   | Contact      | Business Name          | Contact              |
| Phone   |              | Phone                  |                      |
| <b>Agreement</b>  |              |                        |                      |

The undersigned, whether Individual, Corporation, Limited Liability Company, Partnership or Limited Partnership; whether male or female, and whether one or more than one, is hereinafter called the CUSTOMER. Customer certifies information submitted is accurate and authorizes White Energy to make inquiries with any credit reporting agency, bank or trade reference in connection with the extension of credit requested. Should credit be granted by White Energy, all decisions with respect to the extension or continuation are at the sole discretion of White Energy and may be terminated at any time without prior notice.

All credit sales made by White Energy to Customer are due and payable in full according to the terms of sale specified on the invoice. A finance charge at the rate of 18% APR (Annual Percentage Rate) or the highest amount permitted by law may be assessed against sales which have not been paid. If Customers' account incurs finance charges, Customer agrees that any subsequent payments or credits may be applied first to past due finance charges and second to outstanding invoice balances at the sole discretion of White Energy. Customer agrees to pay any collection cost incurred to collect the account balance, including reasonable attorney's fees. All obligations of Customer to White Energy including credit sales and any other promises of any kind to pay White Energy for any purchases, finance charges, collection costs and other expenses will be referred to hereinafter as "indebtedness".

The sale of animal feed on credit is subject to Chapter 188, Agriculture Code. Failure to pay the agreed or reasonable charges for the feed may result in the attachment of a lien to the proceeds of livestock for which the feed is used or in the proceeds of animal products produced from the livestock.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**Personal Guaranty**

In consideration of White Energy granting credit to or continuing credit to Customer, the undersigned, irrevocably and unconditionally guarantees to White Energy, and to its successor and assigns the full payment and performance when due, by acceleration or otherwise of all indebtedness. This is a guaranty of payment and not of collection. This is a continuing Guaranty in respect to all Indebtedness and shall apply to such Indebtedness until paid or performed in full. Guarantor's obligations under this Guaranty are absolute, unconditional, and irrevocable, and are independent of those of Customer, and a separate action or actions may be brought and prosecuted against Guarantor whether any action is brought against Customer. Guarantor agrees to pay all attorneys' fees and other expenses incurred by White Energy by reason of default. This Guaranty shall bind heirs, administrators, representatives, successors and assignees of the undersigned and may be enforced by or for the benefit of any assignee or successor of White Energy. To the fullest extent permitted by applicable law, Guarantor hereby irrevocably and expressly waives all rights to a trial by jury on any action, proceeding or counterclaim (whether based upon contracts, tort or otherwise) arising out of or relating to this guaranty or the transactions contemplated hereby or the actions of creditor in enforcing this guaranty.

\_\_\_\_\_  
Guarantor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Guarantor