



Alaska Ship Supply

Dutch Harbor / Captains Bay

A division of Western Pioneer, Inc.

Corporate Office
 PO Box 70438
 Seattle, WA 98127-0438
 (206) 789-1930
 (800) 426-6783
 Fax (206) 784-8348

COMMERCIAL BUSINESS - CREDIT APPLICATION

The undersigned hereby applies for credit with the Western Pioneer, Inc. family of companies ("WPI") 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 / she is owner, officer and / or director of each business entity / vessel for which credit is being requested, and further warrants that he / she has been specifically authorized to bind each such business entity / vessel to this Credit Application and to the terms and conditions of the Credit Agreement if Credit is extended.

Do any other officers / partners of corporation have any other credit arrangements with WPI? Yes No
 If yes, please provide name: _____

Estimated monthly purchases: \$ _____

BUSINESS ENTITIES			
Name of Business Entity: _____			
Address	:	_____	Contact
	:	_____	:
City/State/Zip:	_____	Title	:
	_____	:	_____
Telephone	:	_____	Tax I.D.
	:	_____	:
Facsimile	:	_____	E-Mail Address
	:	_____	:
P.O. # Required: <input type="checkbox"/> Yes <input type="checkbox"/> No		Authorized Signers: _____	
OWNERS / CORPORATE OFFICERS / PARTNERS			
1. Name:	_____	Position:	_____
	_____		U.S. Citizen? _____
Home Address:	_____	Social Security #:	_____
	_____		<input type="checkbox"/> Officer <input type="checkbox"/> Partner
City/State/Zip:	_____	Home Phone: ()	_____
	_____		_____
2. Name:	_____	Position:	_____
	_____		U.S. Citizen? _____
Home Address:	_____	Social Security #:	_____
	_____		<input type="checkbox"/> Officer <input type="checkbox"/> Partner
City/State/Zip:	_____	Home Phone: ()	_____
	_____		_____
3. Name:	_____	Position:	_____
	_____		U.S. Citizen? _____
Home Address:	_____	Social Security #:	_____
	_____		<input type="checkbox"/> Officer <input type="checkbox"/> Partner
City/State/Zip:	_____	Home Phone: ()	_____
	_____		_____

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

VESSEL(S)

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

BANK REFERENCE

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

VESSEL LENDER

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

TRADE REFERENCES

Name : _____ Telephone : _____
 Address : _____ Facsimile : _____
 City/State/Zip : _____ Account # : _____
 E-Mail Address : _____
 Name : _____ Telephone : _____
 Address : _____ Facsimile : _____
 City/State/Zip : _____ Account # : _____
 E-Mail Address : _____
 Name : _____ Telephone : _____
 Address : _____ Facsimile : _____
 City/State/Zip : _____ Account # : _____
 E-Mail Address : _____

The undersigned(s) hereby consent(s) to Western Pioneer, Inc family of service companies ("WPI") 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) WPI 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 USC. §§1681 et seq.

Owner / Officer's Signature _____ Date: _____

CREDIT AGREEMENT

The Customer identified below ("Customer") understands that it is the policy of the Western Pioneer, Inc. family of companies ("WPI") to require payment of all charges prior to delivery of goods and/or services. WPI 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 WPI 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 WPI and not thereafter utilize credit extended to it pursuant to this Credit Agreement.
2. WPI 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 WPI. 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, WPI agrees to extend credit to Customer, WPI 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, WPI will extend credit to Customer up to the dollar limits stated in the Credit Acceptance Letter. Should outstanding charges owed by Customer to WPI 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 WPI 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 WPI is brought within the authorized credit limit and Customer is otherwise in full compliance with this Credit Agreement.
5. Customer shall be required to pay all invoices for charges within 30 days of date of delivery unless otherwise noted. WPI 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 1.5 percent per month until fully paid.
7. Customer explicitly grants WPI 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 WPI from Customer. Customer also authorizes WPI, 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 WPI. All legal costs and fees, as well as costs of holding, storing and/or selling of goods, involved in the collection of charges owed WPI shall be promptly reimbursed to WPI with interest on all such costs and charges to run at 1.5 percent per month until fully paid.
8. This Credit Agreement shall continue so long as Customer continues to purchase goods and/or services from WPI, but may be terminated by WPI 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 constitutes the entire agreement between WPI 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 laws of the state of Washington to be applied. The substantially prevailing party shall be entitled to recover its reasonable legal fees and costs.

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.

DATED this _____ day of _____, 20_____

BUSINESS NAME: _____

Owner / Officer's Signature: _____

Signer's Name (Printed): _____

Title: _____

FOR OFFICE USE ONLY:

Notes:	Credit Mgr Approval:	Site:
	Date:	Approved Credit Limit:

H-WPI Misc- Commercial Bus Application 9-2012



A division of Western Pioneer, Inc.

INDIVIDUAL GUARANTY AGREEMENT

This Individual Guaranty Agreement (“Agreement”) is executed as of the ____ day of _____, 20____ by and between Western Pioneer, Inc. dba Alaska Ship Supply, a Washington corporation and any of its subsidiaries or affiliates (“Alaska Ship Supply”) and _____, an individual (“Guarantor”).

NOW, FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is 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 a “Debtor” pursuant to this Agreement:

<u>Individual(s)</u>	<u>Business Entity or Entities</u>	<u>Vessel(s)</u>

- 2. Goods and/or Services. Alaska Ship Supply, one or more of its subsidiaries, joint venture partnerships or affiliates 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 Alaska Ship Supply for all Goods and/or Services provided to the Debtor(s) by Alaska Ship Supply, 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 Alaska Ship Supply all expenses of every kind including without limitation, reasonable attorney’s fees and court costs incurred by Alaska Ship Supply 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 this Agreement, and binds him or 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 and Several Liability. The Obligations of the Debtor(s), Guarantor, and any additional guarantors of the Obligations are the joint and several liabilities of such parties. Alaska Ship Supply shall not be obligated to first resort or proceed, or exhaust its remedies against the 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 Alaska Ship Supply pursuant to the Obligations. Such actions against one party shall not constitute a waiver by Alaska Ship Supply of any other action or remedy which may exist against any other party.

ALASKA SHIP SUPPLY
A division of Western Pioneer, Inc.

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 shall 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 Alaska Ship Supply is forced to remit the amount of that payment to a trustee in 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 Alaska Ship Supply from and against any expense, loss or damage resulting from or in connection to Alaska Ship Supply's remittance of such payment.

8. Successors and Assigns. This Agreement shall inure to the benefit of Alaska Ship Supply, 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 Alaska Ship Supply first to proceed against the 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 the 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.

DATED as of the date first set forth above.

GUARANTOR:

By: _____

Print Name: _____

Social Security Number: _____