

ER ENERGY, INC.

CREDIT APPLICATION FOR COMMERCIAL ACCOUNT

BUSINESS CONTACT INFORMATION

Company Name		Date Established	
Mailing Address		Date Incorporated	
City, State ZIP Code		<input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other	Type of Business
Phone Fax			
A/P Contact			
A/P Email			

PERSONAL INFORMATION

Owner/Principal/Partner		Owner/Principal/Partner	
Social Security #		Social Security #	
Date of Birth		Date of Birth	
Current address		Current address	
City, State ZIP Code		City, State ZIP Code	
Phone		Phone	
E-mail		E-mail	
<input type="checkbox"/> Own <input type="checkbox"/> Rent	_____ Years	<input type="checkbox"/> Own <input type="checkbox"/> Rent	_____ Years

BANK REFERENCE

Bank name		Checking Account Number	
Address		Savings Account Number	
City, State ZIP Code		Loan Number	
Phone			

BUSINESS/TRADE REFERENCES

Company name		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
Company name		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
Company name		Phone	
Address		Fax	
City, State ZIP Code		E-mail	

ADDITIONAL INFORMATION

Current Propane Supplier		Account Number	
Credit Limit Desired		Tax Exempt? <input type="checkbox"/> Yes <input type="checkbox"/> No	

NOTE: All exemptions require signed certificates prior to exemptions being allowed

GUARANTOR INFORMATION

Name		Address		City, ST, Zip Code	
Social Security #		Date of Birth		Driver's License #	

TERMS AND CONDITIONS

In consideration of ER Energy, Inc. (hereinafter "ERE") evaluation of this credit application, _____ (hereinafter "Applicant") authorizes ERE or its assignee to make whatever inquiries it deems necessary in connection with this open account application and in the course of review or collection of any credit extended in reliance on this application. Applicant further authorizes any person or consumer reporting agency to complete and furnish to ERE or its assignee any information that it may have or obtain in response to such inquiries and agrees that such information, along with this application shall remain ERE's property, whether or not credit is extended. Applicant warrants and represents to ERE that Applicant is purchasing propane for commercial and not personal use, is doing business and is solvent.

If ERE approves this application and extends credit, in consideration of that extended credit, Applicant continues the foregoing authorizations and representations, and Applicant agrees to notify ERE immediately if it becomes insolvent or otherwise unable to meet current obligations when due. Applicant further agrees to pay carrying charges of one and one half percent (1.5%) per month (18% per annum) on any overdue account in addition to a \$5.00 late payment fee. Should any legal action become necessary to effect the collection of any credit extended in reliance on this application, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other relief to which he may be entitled. Applicant further agrees to the following terms and conditions: (1) payment terms are net 10 days, (2) this agreement is entered into and deemed to be performed in Ukiah, California, and (3) the continued extension of credit is subject future changes by ERE from time to time.

I have read, understand, and agree to ERE's terms and conditions above for credit.

Signature	Name
Title	Date

CONTINUING GUARANTEE

Whereas, ER Energy, Inc., ("Seller") is selling, or is contemplating the sale of propane and propane products to _____ ("Debtors"). Now, therefore, in order to induce the Seller to sell propane and propane products to Debtors on a continuing basis, the undersigned ("Guarantors") jointly and severally, do hereby guarantee the punctual payment when due of all obligations of Debtors to Seller however arising, now or in the future. This guarantee of Guarantors is absolute and unconditional, irrespective of any defense or claim which Debtors may have to avoid or reduce the liability, any limitations on enforcing the Terms and Conditions, any change to the terms of agreements or Debtors' obligations, the bankruptcy of Debtors, any change in law or the circumstance of Debtor or Guarantor, any delay by Seller in enforcement of Seller's rights. Guarantor waives all rights to require promptness, diligence, notices of the obligations or conduct of Seller or Debtor, and waives all rights to require Seller to pursue other remedies or exhaust any right or action against Debtor, and waives all rights to defenses Debtor may have and defenses referred to in the preceding sentence. Guarantor shall repay any amounts declared preferential and repaid by Seller pursuant to Debtors' or Guarantors' bankruptcy proceedings. Guarantor agrees to exclusive venue and jurisdiction in Mendocino County, California, and shall be liable for attorney's fees and costs to enforce this agreement. This is a continuing guarantee and shall remain in force until all obligations of Debtor to Seller are paid in full, and shall bind Guarantor's heirs, successors and assigns. Use of the plural form shall include the singular. This continuing guarantee is entered into in Ukiah, California.

Guarantor Signature	Name	Date
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(version 04/19/2017)