



1360 Rosecrans Street, Suite A
 San Diego, CA 92106
 Tel: 619-521-2411
 Fax: 619-243-0430
 E-Mail: ACCOUNTING@PEARSONFUELS.COM

Please submit Financial Statements for Credit Requests over \$10,000.00 Date: _____

I/We herewith make application to Pearson Fuels (hereinafter "Vendor") for credit, or an increase or reconfirmation of our existing account. The undersigned gives and grants Vendor, or their agent, permission to verify or re-verify all information stated herein at any time. I/We hereby agree that all credit granted and/or extended shall be paid timely in accordance with the Vendor's normal terms. I/We do affirm that all information supplied is true and correct.

PLEASE ANSWER ALL QUESTIONS

Company Name:	<input type="checkbox"/> Partnership	<input type="checkbox"/> Proprietorship	<input type="checkbox"/> Incorporated
Inc./Where:			
Business Name:	Federal ID #:		
State Resale #:			
Address:	City:	State:	Zip:
Type of Business:			
Years in Business:	If less than one year, Previous Business Name & Address:		
Phone: ()	Fax: ()	Toll	
Free: ()			
Email Address:	Website:		
Does company own any real property:	<input type="checkbox"/> NO	<input type="checkbox"/> YES	Address:

LIST ALL BANK ACCOUNTS

Bank Name:	Bank Name:
Contact Person:	Contact Person:
Address:	Address:
City:	City:
State:	State:
Zip:	Zip:
Phone #: ()	Phone #: ()
Fax #:	Fax #:
Email:	Email:
Checking Account #	Checking Account #
Savings Account #	Savings Account #
Loan Officer:	Loan Officer:
Loan #:	Loan #:

COMPANY SUPPLIERS

Name:	City:	State:	Phone:	Acct#:
Name:	City:	State:	Phone:	Acct#:
Name:	City:	State:	Phone:	Acct#:
Current Petroleum Supplier:			Phone:	Acct#:

LIST ALL PRINCIPALS OF THE COMPANY WITH THEIR TITLES

Name:	S.S.#:	Title:		
Home Address:	City:	State: ZIP	Own <input type="checkbox"/>	Rent <input type="checkbox"/>

Name:	S.S.#:	Title:		
Home Address:	City:	State: ZIP	Own <input type="checkbox"/>	Rent <input type="checkbox"/>

Name:	S.S.#:	Title:		
Home Address:	City:	State: ZIP	Own <input type="checkbox"/>	Rent <input type="checkbox"/>

Authorized people to Purchase:	P.O.# Required:	Amount of Credit Desired: \$
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DEFAULT AGREEMENT

Should the undersigned default on any obligation incurred under this agreement and the Vendor refers this account to his attorney for collection and/or legal action, the undersigned agrees as follows: To pay the principal due, attorney fees and all costs of any nature incurred by the Vendor to pursue the delinquent obligation. In addition 15% of the principal amount due shall be added to the principal as liquidated damages. I acknowledge reading this document and receiving both sides of this document.

Signed by: X _____ **Title:** _____ **Date:** _____

Please SIGN and Print name above. NOTE: Signature must be owner, Partner or Officer

SPECIAL CONTRACT AS TO JURISDICTION AND VENUE

In the event of litigation between the parties, it is hereby agreed that the place of entering into the contract and the place of performance of the contract shall be deemed & agreed to be at 1360 Rosecrans St., Suite A, San Diego, CA 92106 and jurisdiction shall be deemed and agreed to be in San Diego County, CA with venue at San Diego Superior Court Central Division, at 330 West Broadway, San Diego, CA 92101.

Signed by: X _____ **Title:** _____ **Date:** _____

Please SIGN and Print name above. NOTE: Signature must be owner, Partner or Officer

PERSONAL GUARANTEE

The undersigned agrees to act as personal guarantor and co-signer to this agreement for all debts incurred both now and in the future for all monies owed by the Company, Organization, Persons, or Corporations who have signed this credit application and who have been extended credit both now and in the future. Guarantor recognizes, understands and agrees that this guarantee cannot be revoked or rescinded if any balance remains owed and outstanding to the Vendor and Guarantor hereby waives their subrogation or recovery rights.

Guarantor: X _____ **Guarantor:** X _____

When complete, please email or fax to:

1360 Rosecrans St., San Diego, CA 92106
Tel: 619-521-2411 Fax: 619-243-0430
E-Mail: ACCOUNTING@PEARSONFUELS.COM
www.pearsonfuels.com

APPLICATION, AUTHORIZATION AND AGREEMENT TERMS

The undersigned ("Customer") states that all of the foregoing information is true and correct and requests that Pearson Fuels ("Vendor") extend credit, and/or continue previously extended credit to Customer in material reliance upon such information.

To further assist Vendor in determining the nature and extent of credit, if any, to be extended or continued, Customer hereby authorizes, but does not require, Vendor to obtain consumer credit reports and to investigate any credit information in the name of Customer or its principal officers and owners and authorizes Vendor to share the information received from any consumer credit report with Vendor's affiliates, agents, attorneys, officers and owners. If requested by Customer, Vendor will disclose whether a consumer credit report has been obtained in connection with this application, and if so, the identity of the agency that furnished the report. Customer hereby directs any credit bureau, credit reporting agency and any other person, agency or firm having data or information concerning Customer or its principal officers and owners to accept a photocopy of this authorization as Customer's authorization to release and direction to furnish copies of all such data and information to Vendor.

Customer agrees to assume full responsibility for all purchases made on Customer's account and to pay all invoices when due. Customer agrees to not exceed the credit limits set by Vendor, however, in the event Vendor does extend additional credit to Customer, Customer will be deemed to have actual knowledge of such additional credit purchases, and in the event such credit exceeds any such limits, Customer agrees to assume full responsibility and to pay additionally any such amounts which exceed the credit limits previously set by Vendor.

Customer acknowledges and agrees as follows:

- i. Except as may be otherwise agreed in writing by Vendor, payment terms are net 3 days from date of delivery.
- ii. Any dispute or disagreement about billings, charges or goods delivered or received shall be deemed conclusively waived if not raised by Customer in writing within 10 days following billing.
- iii. All late payments and any unpaid balance shall be subject to interest at the rate of 1.5% per month or the maximum legal rate, whichever is greater.
- iv. If Vendor finds it necessary, within its sole and absolute discretion, to refer this matter to an attorney or collection agency for collection, Customer will pay an additional fee equal to twenty five percent (25%) of the outstanding balance, which amount may be added to the principle balance owed by Customer without further notice as a reasonable attorney's/collection fee, in addition to any taxable costs and accruing interest.
- v. Any litigation arising out of or related to this Credit Application, Authorization and Agreement shall take place in San Diego County, California, and Customer consents to jurisdiction and venue in the Courts of San Diego County, California.

Date: _____

Name of Customer

By: _____

Signature

Printed Name

Title: _____

ELECTRONIC FUNDS TRANSFER AUTHORIZATION AGREEMENT

_____ (hereinafter "Customer") located at:

(Customer Street Address) (City) (State) (Zip)

does hereby authorize RTC Fuels, LLC DBA Pearson Fuels to initiate debit and/or credit entries to Customer's account at Customer's financial institution, as indicated below, relative to payment by Customer for products purchased from RTC Fuels, LLC.

Financial Institution Information

Financial Institution Name: _____

Transit/ABA No.: _____ Account No.: _____

Financial Institution's Address: _____

Financial Institution Contact: _____ Phone No.: _____

This agreement will be effective as to Pearson Fuels invoices dated after Pearson Fuels acceptance of this Agreement and will remain in effect until terminated by either party by giving fifteen (15) days prior written notice to the other party at Customer's address above or if to Pearson Fuels Attention: Mike Lewis 1360 Rosecrans St., Suite A San Diego, CA 92106. Notice of termination of this Agreement will in no way affect any debit or credit transactions initiated prior to the expiration of this Agreement, nor release Customer from its payment obligations to Pearson Fuels for products purchased from Pearson Fuels for which payment is outstanding at the time of termination of this Agreement.

Customer further authorizes the named financial institution to debit and/or credit Customer's account as set forth in this Agreement. Entries, debit and credits, to Customer's account will be made only as authorized by the terms of this Agreement. Pearson Fuels agrees that no single entry initiated under this Agreement will be in excess of the amount due unless specifically authorized by the Customer. Customer agrees to reimburse Pearson Fuels for any administrative, legal and/or banking costs and expenses incurred or charged to Pearson Fuels as a result of returned items.

EXECUTED AND AGREED TO effective as of the _____ day of _____, _____

RTC Fuels, LLC

(Customer Name)

By:

By: _____

Name: Mike Lewis

Name: _____

Title: Principal

Title: _____

Date:

Date: _____

NOTE: PLEASE ATTACH A VOIDED CHECK FOR YOUR ACCOUNT REFERENCED ABOVE TO ENSURE ACCURATE AND PROPER DRAFTING