

1360 Rosecrans Street, Suite A

Loan Officer:

Loan #:

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 ANSW	ER ALL QUESTIONS					
Company Name:   Partnershi	p □ Proprietorship □ 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: ( ) Fa	ax: ( ) Toll					
Phone: ( ) Fa	ix. ( )					
Email Address:	Website:					
Does company own any real property:   NO  YES Address:						
Does company own any real property.     NO   ILS Address.						
LIST ALL BANK ACCOUNTS						
Bank Name:	Bank Name:					
Contact Person:	Contact Person:					
Address:	Address:					
City: State:	City: State:					
Zip:	Zip:					
Phone #: ( )	Phone #: ( )					
Fax #:	Fax #:					
	Fax #.					
Email:	Email:					
Email: Checking Account #						

**Loan Officer:** 

Loan #:

# **COMPANY SUPPLIERS**

Name:	City:	State:		Phone:		Acct#:
Name:	City:	State:		Phone:		Acct#:
Name:	City:	State:		Phone:		Acct#:
Current Petroleum Supplier:				e:	Ac	ct#:

Name:		S.S.#:			Title:			
Home Address:	City:			State: ZIP			Rent □	
Name:		S.S.#:			Title:			
Home Address:	City:	State: ZIP				Own 🗆	Rent □	
Name:	•	S.S.#:		•	Title:			
Home Address:	City:	State: ZIP			•	Own 🗆	Rent □	
Authorized people	to Purcha	se:	P.O.#	Required:	Amou \$	nt of Credit	Desired:	
					,			
		DE	FAULT A	GREEMENT				

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			1	Γitle:			Date: -	
_	 	 _			_	_		

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

## SPECIAL CONTRACT AS TO JURISDICTION AND VENUE

\_\_\_\_\_ Guarantor: X\_\_\_\_\_

When complete, please email or fax to:

Guarantor: X\_\_\_\_

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:	

#### CONTINUING GUARANTEE AND CONSENT

As a direct and material inducement to Vendor to extend credit to Customer, and in consideration of such extension and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned ("Guarantor(s)") jointly and severally, unconditionally and personally guarantee full payment, performance and compliance of all indebtedness and all terms and conditions set forth above by Customer, including without limitation, all purchases, debts, obligations and liabilities of Customer, now or hereafter incurred or entered into by Customer. Guarantor(s) agrees that separate actions may be brought against Guarantor(s) whether or not Customer or other parties deemed by Customer to be responsible are joined in any such action. Guarantor's liability is not contingent upon or subject to any requirement that Vendor first exhaust all remedies against Customer. If litigation is instituted to enforce this Continuing Guarantor(s) agrees to jurisdiction and venue as specified in the Credit Application, Authorization and Agreement above. Guarantor(s) acknowledges and understands that Guarantor(s) liability hereunder is intended to be personal, irrespective of whether Guarantor(s) executes this Guarantee using a Vendor title or position.

Guarantor(s) understands and agrees that Guarantor's liability extends to all outstanding amounts owed by Customer, including without limitation, any amounts that may exceed any previously stated credit limit for Customer, and any fees or costs incurred by Vendor in the collection of any amounts due hereunder. Guarantor(s) hereby waives diligence, demand and notice from Vendor and authorizes, but do not require, Vendor to, from time to time, review and renew the extension of credit to Customer, and/or to modify Customer's payment terms or schedule, and to increase or decrease Customer's credit limits, all without further notice to Guarantor(s); it being Guarantor's obligation to monitor any credit balances owed by Customer to Vendor.

This Guarantee is a continuing guarantee and may only be withdrawn or revoked in writing by Guarantor(s), which must be sent to Vendor by certified mail with return receipt, or by other form of delivery requiring acknowledgment of receipt by Vendor. Any such withdrawal or revocation of this Guarantee shall not be effective unless Guarantor(s) is able to provide and prove written acknowledgment of receipt by Vendor. Any such withdrawal or revocation of this Guarantee by Guarantor(s) shall not be effective as to any outstanding balances or purchases made prior to Vendor's receipt of such withdrawal or revocation, and Guarantor(s) shall remain fully liable therefore. Vendor reserves the right, within its sole and absolute discretion, to cancel Customer's right to future credit at any time following any such withdrawal or revocation by Guarantor(s).

Guarantor(s) hereby authorizes Vendor to investigate any credit reports and records which are in the name of Guarantor(s) 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 Guarantor(s), 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. Guarantor(s) hereby consents to, but do not require, Vendor's use, from time to time, of a non-business consumer credit report on Guarantor(s) to evaluate the credit worthiness of Guarantor(s) in connection with the extension of business credit as contemplated by this Application, Authorization and Agreement Terms. Guarantor(s) understands and acknowledges that this Guarantee relates to a commercial debt, and is not a consumer debt subject to the Fair Debt Collection Practices Act ("FDCPA").

IN THE EVENT THAT GUARANTOR(S) IS MARRIED, THEN GUARANTOR'S SPOUSE MUST SIGN THIS CONTINUING GUARANTEE AND CONSENT. IN THE EVENT THAT NO SPOUSE SIGNS THIS CONTINUING GUARANTEE AND CONSENT, VENDOR IS EXPRESSLY AUTHORIZED BY GUARANTOR(S) TO ACCEPT THE SAME AS AN AFFIRMATIVE AND MATERIAL REPRESENTATION BY GUARANTOR(S) THAT GUARANTOR(S) IS NOT MARRIED AND UNDERSTANDS THAT VENDOR'S EXTENSION OF CREDIT HEREUNDER IS MADE IN RELIANCE THEREON. IN THE EVENT SUCH REPRESENTATION IS LATER DETERMINED TO BE UNTRUE, VENDOR SHALL BE ENTITLED TO SEEK RELIEF AGAINST GUARANTOR'S MARITAL COMMUNITY BASED UPON SUCH MISREPRESENTATION WHICH SHALL BE DEEMED INTENTIONAL. IN THE EVENT THAT GUARANTOR'S MARITAL STATUS CHANGES FOLLOWING THE EXECUTION OF THIS CONTINUING GUARANTEE AND CONSENT, GUARANTOR(S) WILL PROVIDE WRITTEN NOTICE TO VENDOR BY MEANS REQUIRING ACKNOWLEDGEMENT OF RECEIPT BY VENDOR.

Guarantor	Spouse	
Guarantor	Spouse	

## **ELECTRONIC FUNDS TRANSFER AUTHORIZATION AGREEMENT**

	(hereinafter "Customer") located at:						
(Customer Street Address)	(City)	(State)	(Zip)				
	LC DBA Pearson Fuels to initiate de ative to payment by Customer for p		ies to Customer's account at Customer's financial om RTC Fuels, LLC.				
Financial Institution Information							
Financial Institution Name:							
Transit/ABA No.:	Account I	No.:					
Financial Institution's Address: _							
_							
Financial Institution Contact: _		Phone No.:					
affect any debit or credit transaction. Pearson Fuels for products purchase.  Customer further author Agreement. Entries, debit and credit agrees that no single entry initiated. Customer agrees to reimburse Pear Fuels as a result of returned items.	ons initiated prior to the expiration sed from Pearson Fuels for which parties the named financial institution dits, to Customer's account will be red under this Agreement will be in express for any administrative, le	of this Agreement, no ayment is outstanding in to debit and/or cree made only as authoriz access of the amount of egal and/or banking c	ce of termination of this Agreement will in no way or release Customer from its payment obligations to g at the time of termination of this Agreement.  dit Customer's account as set forth in this need by the terms of this Agreement. Pearson Fuels lue unless specifically authorized by the Customer. Toosts and expenses incurred or charged to Pearson				
RTC Fuels, LLC			(Customer Name)				
Ву:		Ву:					
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