



Physical Address:
11317 W County Rd 127
Midland, TX 79711

Mailing Address:
PO BOX 61777
Midland, TX 79711

Eagle Propane & Fuels

Phone: (432) 617-4500
Fax: (432) 617-0206

BUSINESS CREDIT APPLICATION & OPEN ACCOUNT AGREEMENT

Please Use Black Ink

APPLICANT INFORMATION

Revolving Line: \$ _____
Applicant Name _____ One Time Credit: \$ _____

COMPANY INFORMATION

Corporation Partnership LLC Sole-Proprietorship Other

PRIMARY COMPANY CONTACT / PERSON AUTHORIZED TO ISSUE P.O.

Name: _____
Title: _____ Phone: (____) ____ - ____
Email: _____
Address: _____
Alternate Contact Name and Phone: _____ (____) ____ - ____

Entity Legal Name: _____
Trade Name / DBA: _____
Date Established: _____
Principal Business Activity: _____
Website: _____
Federal EIN: ____ - ____ Tax Exempt: Yes No Tax Exempt Number: _____ **Please Attach Certificate**
Business Phone: (____) ____ - ____ Fax: (____) ____ - ____

Has this business or any predecessor in interest (general partners, if a general or limited partnership; owner, if a sole proprietorship) ever filed a petition in bankruptcy, been the subject of an involuntary petition in bankruptcy, or been the subject of a request for receivership? Yes No If so, when? _____ State filed: _____

Is this business a subsidiary/affiliate of any other entity? Yes No

If Applicable, Parent Company: _____

Are purchase orders required? Yes No

Names of all persons authorized to issue purchase orders: _____

Physical Address: _____

Mailing Address (if different): _____

Registered Agent Name: _____

Registered Agent Address: _____

PRINCIPALS (Owners, Members, Officers, etc.)

Principal Name (1): _____

Address & Phone: _____

Title & Ownership %: _____

Principal Name (2): _____

Address & Phone: _____

Title & Ownership %: _____

Principal Name (3): _____

Address & Phone: _____

Title & Ownership %: _____

If there are more than 3 principals, please attach a separate sheet listing all principal information.

BUSINESS AND PROFESSIONAL REFERENCES

Name and Company: _____

Title/Job: _____ Phone: (____) ____ - ____ Fax: (____) ____ - ____

Address: _____

Name and Company: _____

Title/Job: _____ Phone: (____) ____ - ____ Fax: (____) ____ - ____

Address: _____

Name and Company: _____

Title/Job: _____ Phone: (____) ____ - ____ Fax: (____) ____ - ____

Address: _____

Name and Company: _____

Title/Job: _____ Phone: (____) ____ - ____ Fax: (____) ____ - ____

Address: _____

BANK AND CREDIT REFERENCES

Primary Financial Institution: _____

Address: _____

Acct No: _____ If credit, unpaid balance: \$ _____

Institution Contact Name: _____

Institution Contact Phone: (____) ____ - ____ Fax: (____) ____ - ____

Secondary Financial Institution: _____

Address: _____

Acct No: _____ If credit, unpaid balance: \$ _____

Institution Contact Name: _____

Institution Contact Phone: (____) ____ - ____ Fax: (____) ____ - ____

Additional Financial Institution: _____
Address: _____

Acct No: _____ If credit, unpaid balance: \$ _____

Institution Contact Name: _____

Institution Contact Phone: (____) ____ - ____ Fax: (____) ____ - ____

PROPOSED FINANCING TERMS

Sales Price: \$ _____ Down Payment: \$ _____

Net Trade: \$ _____ Amount Financed: \$ _____

Amount Financed: \$ _____ Program: _____

Term: _____

CREDIT LINE REQUESTS:

- All line requests over \$200,000.00 require the two (2) most recent year-end CPA reviewed or audited financial statements or two (2) most recently-filed tax returns and current YTD financial statements.
- All other line requests require the two (2) most recently-filed tax returns and current YTD financial statements.

DESCRIPTION OF GOODS AND SERVICES FINANCED: _____

GUARANTOR INFORMATION

Individual Full Legal Name: _____

Social Security No: _____ Date of Birth: _____

Physical Address: _____

Business Phone: (____) ____ - ____ Cell Phone: (____) ____ - ____ Fax: (____) ____ - ____

Email: _____

Employer Name: _____

Physical Address: _____

Employer Phone: (____) ____ - ____ Fax: (____) ____ - ____

Monthly Income: \$ _____ Secondary Income: \$ _____

PERSONAL GUARANTEE & GUARANTORS' SIGNATURES

In consideration of Eagle Propane & Fuels extending credit to _____ (Applicant), I/We the undersigned, hereby jointly and severally guarantee the prompt performance of the duties and obligations set forth in the above Business Credit Application & Open Account Agreement including payment to Eagle Propane & Fuels, its successors, and assigns by _____ (Applicant) and its related entities (collectively referred to as "Debtor"), together with interest at the rate of 1.5% per month, on all amounts not paid by the first (1st) of the month following the month of purchase, both before and after judgment, all costs of collection including collection agency fees and attorney fees whether hourly or contingent. Payments may be applied first to costs of collection, attorneys' fees and interest and then to principal even though the invoices being paid are designated on the payment remittance. The undersigned further agree(s) that any legal action hereunder may be brought in Midland County, Texas, and shall be governed by Texas law.

Liability of the undersigned shall not be affected or prejudiced by the additional acceptance of a note or other evidence of indebtedness, the extension of time for payment, payment arrangements, updating of the Open Account Agreement

or other indulgence granted to Debtor, or by agreement affecting such indebtedness, and the undersigned hereby waives notice of any or all of the above. The filing of suit or exhaustion of collection or legal remedies against Debtor shall not be a condition precedent to the enforcement of this guarantee and the undersigned hereby expressly waives presentment for payment, demand, protest, notice of protest or diligence. This Guarantee is an absolute, continuing, unconditional, and unlimited Guarantee. The term of this Guarantee shall commence on the date first above indicated. No termination of the Guarantee shall be effected by the death of the Guarantor or any of the Guarantors. This Guarantee shall be effective regardless of any subsequent incorporation, reorganization, merger or consolidation of the Debtor, change of partners, change of name or any other change in the composition, nature, personnel or location of the Debtor whatsoever.

I/We hereby authorize you or your agent/representatives to secure a consumer credit report from time to time regarding the undersigned in connection with the extension or continuation of credit contemplated herein or the collection of debts resulting therefrom. The undersigned further agree(s) to the release of credit information, including the reporting of credit history to credit reporting agencies consistent with the Fair Credit Reporting Act, 15 U.S.C. §1681, et seq., as amended. This authorization shall be continuing without expiration and a photocopy or facsimile copy shall be given the same effect as the original.

Guarantor Signature: _____ Date: _____

Print Name: _____

Social Security No.: _____

Guarantor Signature: _____ Date: _____

Print Name: _____

Social Security No.: _____

TERMS AND CONDITIONS OF OPEN ACCOUNT AGREEMENT

1. Applicant (also "Buyer") agrees the individuals signing the application are authorized to bind the company to the terms and conditions of this agreement.
2. Buyer authorizes Eagle Propane & Fuels ("Seller") to contact Credit reporting agencies, all bank, credit and trade references herein to verify Buyer's credit standing and authorizes such references to release such information to Seller.
3. Buyer certifies the account created by this Open Account Agreement ("Agreement") will be used for business purchases only.
4. Buyer agrees to review immediately upon receipt, each of Seller's statements and advise Seller of any discrepancy or dispute within 20 days of receipt of each such statement, together with a written statement for any discrepancy or dispute for any amount in excess of \$100.00 on any single statement. Failure to do so constitutes a waiver of any claim for such discrepancy or dispute.
5. Interest at the rate of 1.5% per month will be charged on all amounts not paid within 30 days after due date, both before and after judgment, and continuing each month until paid in full. In the event such rate should exceed the legally enforceable rate, Buyer will pay the maximum rate which is legal and enforceable. Buyer agrees that should the late payment charge be deemed by a court of competent jurisdiction to violate any law, Buyer's sole remedy against Seller for such violation shall be the application of any late payment charge paid in excess of the maximum rate allowable by law toward the unpaid account balance.
6. If it becomes necessary to effect collection, the Buyer agrees to pay all costs and expenses, including legal fees, whether hourly or contingent, together with costs of court, incurred in the course of collection or pendency of the action.
7. Any payments received may be applied first to costs of collection, attorneys fees and interest and then to principal even though specific invoices are designated on the payment remittance.
8. The credit limit may be increased or decreased at the discretion of Seller, without written notice and without limiting or otherwise affecting any personal guarantees.
9. Buyer agrees to provide Seller with prompt written notice of any change in Buyer's name, address, ownership, or form of business entity. Such notice and all payments are to be mailed to Eagle Propane & Fuels, 4209 SOUTH COUNTY

ROAD 1290, MIDLAND, TX 79711, or faxed to (432) 617-0206.

10. This Agreement shall be binding upon the successors and assigns of Buyer and regardless of any subsequent incorporation, reorganization, merger, consolidation of Buyer, change of ownership, change of name or any other change in the composition of Buyer.

11. Buyer agrees to provide the job name and address when placing orders and agrees that Seller, at its sole discretion, may protect its lien rights on all projects for which materials or services are provided.

TERMS AND CONDITIONS OF SALE

1. This order includes only standard material unless otherwise stated herein. Seller warrants that the material supplied hereunder shall conform to the description stated herein. HOWEVER, SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR THAT MATERIAL SUPPLIED HEREUNDER SHALL BE FIT FOR ANY PARTICULAR PURPOSE OR LOCAL CODE NOR IS THERE ANY OTHER WARRANTY EXPRESS OR IMPLIED, EXCEPT SUCH AS IS EXPRESSLY PROVIDED HEREUNDER. IT IS AGREED THAT SELLER'S LIABILITY FOR DAMAGES, WHETHER BASED ON SELLER'S NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE OF THE PARTICULAR SHIPMENT WITH RESPECT TO WHICH SUCH DAMAGES ARE CLAIMED AND SHALL NOT INCLUDE LIABILITY FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE. OR CONSEQUENTIAL DAMAGES.

2. Any tax or other government charge upon production, sale and/or shipment of goods sold under this Agreement currently imposed by Federal, State, or Municipal authorities or hereafter becoming effective within the period that this Agreement remains in force, shall be added to this Agreement and shall be paid by the Buyer, unless an appropriate signed resale or other exemption certificate is supplied. In the event any audit by a taxing agency reveals taxes were not paid in full by Buyer, Buyer agrees to reimburse Seller in the amount of the taxes Seller submits to the taxing agency on Buyer's behalf and also to indemnify Seller for all amounts Seller expends responding to such audit findings. This includes, but is not limited to attorney's fees and out-of-pocket costs to Seller.

3. It is expressly understood Seller is not responsible for and will not be held liable for damage and/or injury caused to buildings, contents, products or persons by reason of the negligence of the Buyer or any other party or its agent in the installation or delivery of any of the products sold to Buyer by Seller.

4. Seller may recover for each delivery hereunder as a separate transaction, without reference to any other delivery. If Buyer is in default with respect to any of the terms or conditions of this or any other agreement with Seller, Seller may, at its option, defer further deliveries hereunder until such default is remedied or, without prejudice to any other legal remedy, Seller may decline further performance under this Agreement. During the deferral period, if Seller so elects, the contract period should be deemed extended by a time equivalent to the length of the deferral period. Termination or suspension of contract or the retaking of materials under any of these conditions shall not prejudice any claims of Seller for price of materials furnished, or for damages other than the reduction of any such claims by the value to Seller of any materials retaken.

5. As to any goods sold under this Agreement, the Buyer releases Seller from any liability hereunder for personal injuries, known or unknown and damage to property real or personal caused by or arising from the goods sold hereunder and agrees not to sue Seller under any theory of strict liability in tort, negligence, contract or otherwise for any claim or demand for personal injuries and property damage, which in any manner arises out of the sale, use, application, transportation or otherwise of the goods sold hereunder. The foregoing disclaimers of warranty and disclaimer of liability shall be binding upon the Buyer and any successors in title, assigns transferees and ultimate users.

6. The Buyer further agrees that legal action brought as a result of any disputes arising out of this transaction shall be proper in the state and federal courts located in Midland County, Texas. All transaction terms are to be interpreted under Texas Law.

7. Buyer hereby indemnifies and holds Seller harmless from any and all property damages or personal injury claims, awards or judgments including all fines, penalties and attorney's fees of any kind arising from Seller's sale and/or delivery of the goods under this contract. In such case, any action by Buyer against Seller for breach of this Agreement or for any other cause, must be commenced within one (1) year of the date of delivery, or due date of delivery in the event of non-delivery of the particular shipment upon which such claim is based.

8. If this proposal is accepted on other contract forms, it is understood that the terms and conditions appearing on this instrument constitute the sole and entire agreement of the parties. No addition or conflicting provisions contained in

any other communication from or with the Buyer will be considered to be part of this Agreement and receipt of a purchase order or other communication from Buyer will be considered an unconditional acceptance of the terms and conditions appearing in this Agreement, without regard to any additional or conflicting terms proposed by Buyer.

9. Buyer agrees to pay the Seller's invoice(s) for all material specifically ordered or manufactured pursuant to this order in the event Buyer cancels this order at any time before the Seller's completion of this contract.

10. The pricing agreed to on this form is the pricing that has been accepted by the Buyer. There are no understandings or representations, express or implied, not expressly set forth herein and the terms of this Agreement, including pricing, shall not be modified, varied or supplemented by any course of dealing, usage of the trade or otherwise except by a writing signed by an authorized representative of Seller and an authorized designee of Buyer. This contract shall bind and inure to the benefit of the executors, administrators, successors, heirs, and assigns of the parties hereto.

11. Delivery of materials to carriers at F.O.B. shipping point shall constitute delivery to Buyer and materials shall be at Buyer's risk thereafter. In the event Seller is requested to make delivery to Buyer, insurance and collective bargaining agreements may preclude delivery beyond tailboard or the pavement of the nearest public road adjacent to Buyer's designated premises and Seller assumes no obligation to deliver beyond these points. If delivery is made beyond these points, Buyer assumes responsibility for property damage or personal injury caused by and to delivery vehicle, and agrees to indemnify Seller against and hold it harmless from loss, damages, claims and liability including attorney's fees, costs and disbursements.

12. Seller shall not under any circumstances be liable for any damages arising from delays in delivery of material.

13. Buyer agrees to immediately examine shipment and agrees to notify Seller promptly of any errors in shipment and of any defective material supplied. Buyer shall immediately check and inspect all materials on their arrival and if found short or damaged, shall file claim with the carrier and shall take full responsibility for collecting from the carrier for any damage or shortage occurring in transit. In the event of damage, defect, shortage or improper character of materials arising from error of the Seller, if Buyer shall give written notice by certified mail to Seller within three (3) days from receipt of the Buyer of the materials from the carrier, the Seller shall recondition or replace any such materials within reasonable time. Failure to give three (3) days' notice shall constitute waiver of any claim against Seller on account of any such damage, defect, shortage or improper character of materials. In no event shall the Seller be responsible for any damages arising from the use of improper, damaged or defective materials. No allowances will be made for labor, repairs, or alterations performed by the Buyer without the Seller's written consent. Use of material shall constitute a waiver of any error in shipment or defect in material which might have been determined by a prompt and diligent inspection thereof.

14. Seller reserves the right to make alterations, modifications, substitutions or changes of design or material without any obligation to replace products previously shipped with such altered, modified, substituted or redesigned products. Details in Seller's literature shall not be binding on Seller.

15. Failure by Seller to enforce Buyer's compliance with any provision hereof shall not constitute waiver of that or any other provision.

AUTHORIZATION AND SIGNATURE

APPLICANT HEREBY AUTHORIZES EAGLE PROPANE & FUELS, TO SECURE A CREDIT REPORT, VERIFY BUSINESS AND PROFESSIONAL REFERENCES, AND VERIFY BANKING AND CREDIT HISTORY, FROM TIME TO TIME, IN CONNECTION WITH THIS BUSINESS CREDIT APPLICATION & OPEN ACCOUNT AGREEMENT. UPON APPLICANT'S REQUEST, EAGLE PROPANE & FUELS WILL PROVIDE THE NAMES AND ADDRESSES OF THE ORGANIZATIONS / AGENCIES THAT FURNISHED INFORMATION.

APPLICANT AUTHORIZES EAGLE PROPANE & FUELS TO REQUEST FINANCIAL INFORMATION FROM MY PAST AND CURRENT CREDITORS ("CREDIT REFERENCES"), INCLUDING CREDITORS LISTED ABOVE OR ON APPLICANT'S CREDIT REPORT, ABOUT APPLICANT'S CREDIT PERFORMANCE WITH SUCH CREDIT REFERENCES. APPLICANT AUTHORIZES SUCH CREDIT REFERENCES TO RELEASE TO EAGLE PROPANE & FUELS SUCH REQUESTED INFORMATION. APPLICANT ALSO AUTHORIZES EAGLE PROPANE & FUELS TO RELEASE SUCH INFORMATION TO CREDIT REPORTING AGENCIES. THIS SHALL BE A CONTINUING AUTHORIZATION FOR ALL PRESENT AND FUTURE REQUESTS AND DISCLOSURES.

ALL INFORMATION STATED IN THIS APPLICATION, AND THE FINANCIAL STATEMENTS SUPPLIED BY APPLICANT, ARE COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND CONSTITUTES THE ENTIRE APPLICATION FOR CREDIT WITH EAGLE PROPANE & FUELS. I UNDERSTAND THAT PROSPECTIVE CREDITOR WILL RETAIN THIS APPLICATION WHETHER

IT IS APPROVED. APPLICANT FURTHER AGREES TO NOTIFY EAGLE PROPANE & FUELS WITHIN A REASONABLE TIME OF ANY CHANGE IN BUSINESS NAME, ADDRESS OR OTHER CONTACT INFORMATION, OR OWNERSHIP.

The undersigned warrants that he/she has the authority to execute this Open Account Agreement for Applicant and to bind Applicant to the terms contained in this Agreement and further certifies the information provided herein is true and correct. Applicant further certifies that this request is for the extension of credit for business purposes. Applicant hereby accepts and agrees to the terms and conditions stated above including the payment terms.

THIS BUSINESS CREDIT APPLICATION & OPEN ACCOUNT AGREEMENT is executed as of the ___ day of _____, 20___.

APPLICANT NAME: _____

By: _____

Its: _____

WITHOUT SIGNING AND DATING, THIS APPLICATION CANNOT BE PROCESSED!