

FAUSER
ENERGY RESOURCES
RETAIL FUELS CREDIT APPLICATION & AGREEMENT

ELGIN, POSTVILLE & OELEWIN

Phone: (563) 426-5811
Fax: (563) 426-5543
P.O. Box 68
Elgin, IA 52141

VINTON

Phone: (319) 472-3384
Fax: (319) 472-2952
704 C Ave
Vinton, IA 52349

WALFORD

Phone: (319) 846-3835
Fax (319) 846-8172
100 Hwy 151; P.O. Box 145
Walford, IA 52351-0145

APPLICANTS & GUARANTORS

PRIMARY APPLICANT: _____ SOCIAL SECURITY #: _____ - _____ - _____

SECONDARY APPL: _____ SOCIAL SECURITY #: _____ - _____ - _____

LEGAL NAME OF COMPANY (if applicable) : _____ FED ID # _____

PHONE NUMBER: (_____) _____ - _____ CELL PHONE (ALTERNATE #): (_____) _____ - _____

BILLING EMAIL, FAX #, or ADDRESS: _____

DELIVERY LOCATION:

ADDRESS TO BE SUPPLIED: _____ City _____ State _____ Zip _____
(list others locations on separate paper)

OWNER (LANDLORD): _____ OWNERS PHONE #: _____

PRIMARY SOURCE OF HEAT: _____ APPLIANCES FUELED BY GAS: _____

REFERENCES:

BANK NAME: _____ BANK PHONE #: (_____) _____ - _____

LOCAL REFERENCE: _____ PHONE #: (_____) _____ - _____

The undersigned, jointly and severally, unconditionally and irrevocably guarantees to Fauser Energy Resources, its agents and assigns ("Fauser"), that the Company will timely perform all obligations under this Agreement and all existing and future agreements with Fauser. The undersigned also waives any notification, including presentment, protest and demand, if the Company is in default and hereby consents to any extensions or modifications granted to the Company. In the event of default, the undersigned will immediately pay all sums due under the terms of this Agreement without requiring Fauser to proceed against the Company, any other party or the collateral. Any assignment of the Agreement does not relieve the undersigned from its obligations under this guaranty. The undersigned consents to personal jurisdiction, venue, choice of law and jury trial waiver as stated in the "Miscellaneous" paragraph below and agrees to pay all costs and expenses, including attorneys' fees, incurred by Fauser related to this guaranty. This guaranty survives the bankruptcy of the Company and binds the undersigned's successors and assigns.

X _____
Signature of Shareholder (Guarantor) = Primary Applicant Date

X _____
Signature of Shareholder (Guarantor) = Secondary Applicant Date

Acceptance. Guarantor's signature on the Credit Application above constitutes Buyer's acceptance of the terms and conditions of this Agreement. Buyer hereby authorizes Seller to obtain credit information from each of the references listed above. This provision shall constitute written authorization for the aforementioned references, now or at any time in the future, to provide Seller relevant credit information via fax, mail, phone, e-mail, or other available communication mediums.

Credit Reports. Shareholders' and Guarantors' signatures constitute authorization for Seller to obtain a personal credit bureau report ("CBR") from an approved agency, e.g. *Experian*. If Seller deems it necessary to obtain a CBR, such report will be held in strict confidence and the information obtained within will be shared only with Seller's agents and business partners. Seller will obtain a CBR as of the date of credit review, and may, without notice, periodically update credit Information by requesting additional CBRs.

CREDIT AGREEMENT

1. **Definitions.** When used in this agreement, the terms listed below have the following meanings:
 - “Agreement” means this Credit Agreement between the Seller and Buyer.
 - “Buyer” means the party to this Agreement which is purchasing Product from Seller.
 - “Product” means refined or partially refined petroleum materials, parts, and / or equipment related to utilizing petroleum materials to be sold to Buyer and for which credit may be extended hereunder.
 - “Seller” means Fauser Energy Resources, Dawson Oil, Cummings Oil, or Ron’s LP
2. **Credit Line.** Upon approval of and in reliance upon credit information which Buyer submits to Seller;
 - a. The sale of product is by no means to be construed in and of itself, as an extension of credit. The seller may choose to deliver product on cash terms only. If that is the case, the seller will require: cash on delivery (C.O.D.), an initial deposit in excess of any delivered amounts, or electronic deposit of funds at or before time of delivery.
 - b. Seller shall assign to Buyer a maximum credit amount (“Credit Line”) from time to time. Seller has the right to reduce Buyer’s Credit Line or to withdraw Buyer’s credit privileges at any time without prior notice.
 - c. Seller shall permit Buyer to purchase Product on credit up to Buyer’s Credit Limit.
 - d. Any Product sold to Buyer in excess of Buyer’s Credit Line shall be subject to the same terms and conditions set forth in this agreement.
3. **Statement.** Seller shall deliver to Buyer a statement which sets forth the principal balance; which includes purchases made during the billing cycle, any related service charges, and late fees (aka finance charges) on any amounts past due. The statement will set forth the date that said balance is due (“Net Due Date”). Buyer shall pay to Seller, by method specified on the statement, the principal balance in full on or before the Net Due Date specified on the statement. Seller reserves the right to assess a late fee of up to 1.65% for any portion of the balance that is outstanding at the due date.
4. **Right to Terminate.** In the event Buyer fails to pay in full the principal balance on or before the Net Due Date specified on the invoice, Seller reserves the right, among other remedies, to terminate this Agreement or to suspend further deliveries. Upon termination, Seller may also turn off access to seller owned storage facilities, remove all Product from storage facilities applying any value toward Buyer’s principal balance at current market values less any reasonable transportation and extraction fees, and remove said storage facilities from buyers premises if deemed necessary. If this Agreement is terminated, Buyer shall remain obligated to pay Buyer’s existing debt to Seller under the terms of this Agreement.
5. **Payment.** Payment for purchases and payment of any finance charge assessed thereon shall be deemed made when received by the Seller or its agent at Seller’s offices or the offices of its agent or at such other locations specified by Seller.
6. **Additional Security.** Should Seller, at its sole discretion, determine that Buyer’s financial strength is unsatisfactory, cash payment or security satisfactory to the Seller may be required by Seller for deliveries of Product.
7. **Foreclosure.** If Buyer fails to pay Seller in accordance with this Agreement, Seller has the right to declare the entire balance of Buyer’s account(s) immediately due and payable and to foreclose any security interest or guarantee which Seller may have in the Product delivered or balance outstanding. If any unpaid balance is referred to an attorney for collection, Buyer shall pay all reasonable attorneys fees, court costs, and all other charges accrued until said balance is paid in full. Any and all guarantors noted above waive notice of the granting of credit from time to time by Seller to the Buyer, as well as waives notice of any nonpayment by the buyer of accounts when due. Each guarantor charges any and all separate properties now owned or hereafter acquired. This personal guaranty shall continue indefinitely and nothing shall affect the liability of the guarantor with respect thereto shall continue and be binding upon heirs, administration, successors and assigns.
8. **Revision of Terms.** Seller may revise its credit or payment terms at any time by giving the Buyer prior written notice of the revision. The revised terms shall apply to any Product purchases made by the Buyer after the effective date of the revision.
9. **No Waiver.** Failure by Seller to require strict performance of any provision hereof or to excuse any right or remedy shall not be deemed a waiver of any right or remedy of any existing or subsequent breach or default; the election by Seller of any particular right or remedy shall not be deemed exclusive of any other, and all rights and remedies of Seller shall be cumulative.
10. **The Federal Equal Credit Opportunity Act.** Seller is prohibited from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicants income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with the law concerning this credit is the Federal Trade Commission, Division of Credit Practices, 6th and Pennsylvania Ave. NW, Washington, D.C. 20580.