



### Credit Application

Through this Credit Application (the "Application") the undersigned entity/individual hereby applies for credit with one or more of the following, related entities: (i) M.O. Dion & Sons, Inc.; (ii) Amber Resources LLC d.b.a. Sawyer Petroleum; (iii) Amber Petroleum Products, Inc. (iii) any and all related divisions, branches and successors of M.O. Dion & Sons, Inc., Amber Resources LLC and Amber Petroleum Products, Inc. including but not limited to Amber Industrial Services, Amber Racing Services, Amber Emergency Services, F&L Petroleum Products and F&L Racing Fuel. Each of the aforementioned entities to be defined, individually and collectively, as the "Seller" and the undersigned entity/individual to be defined as the "Buyer" in this Application and related documents.

#### APPLICANT INFORMATION

<b>Company Name (Legal):</b>		<b>D.B.A. (If Different):</b>	
<b>Street Address:</b>			
<b>City:</b>		<b>State:</b>	<b>Zip:</b>
<b>Phone:</b>		<b>Fax:</b>	
<b>Delivery Address (If Different):</b>			
<b>City:</b>		<b>State:</b>	<b>Zip:</b>
<b>Phone:</b>		<b>Fax:</b>	
<b>Contact Person:</b>			
<b>Contact Email:</b>		<b>AP Email:</b>	
<b>Federal Tax ID or SSN #:</b>		<b>Date Business Established:</b>	
<b>Type of Business:</b>		<b>No. of Employees:</b>	
<b>Industry:</b>		<b>SIC Code:</b>	<b>NAICS Code:</b>
<b>Have you ever had credit with us before? Yes ___ No ___ Under what name:</b>			
<b>Have the principals of this business ever been involved in a petition of bankruptcy or forced liquidity? Yes ___ No ___</b>			
<b>Other Company Names Business Has Operated Under:</b>			
<b>Type(s) of products you will purchase:</b>			
<b>Estimated Fuel Gallons/Month:</b>		<b>Estimated Lube Gallons/Month:</b>	
<b>Other:</b>		<b>Amount of Credit Requested: \$</b>	
<b>Are you Sales Tax Exempt? Yes ___ No ___ (If Yes, Resale Certificate Required)</b>			
<b>Are you Purchasing Dyed Diesel? Yes ___ No ___ (If Yes, Exemption Certificate Required)</b>			
<b>Authorized Purchasers:</b>			

**AGREEMENT TO TERMS AND CONDITIONS**

I, representing the Buyer, authorize the Seller to request a consumer and business credit report for purposes of determining Buyer's current and continued credit worthiness. The permissible purpose(s) for which the report is being obtained certifies the report will not be used for any other purpose. I understand that the Seller will be requesting a consumer credit and business report in conjunction with this Application. I release all such persons from any liability or damages that may be incurred as a result of such information. I certify that the information on this Application is true and complete. Additionally, I agree to all of terms and conditions as outlined below.

I have read the terms and conditions stated below and agree to all of these terms and conditions.

**Officer's Signature:**

**Printed Name:**

**Title:**

**Date:**

**GENERAL TERMS AND CONDITIONS**

IN CONSIDERATION OF THE SELLER SELLING GOODS AND/OR SERVICES TO THE BUYER EXECUTING THIS APPLICATION AND RELATED DOCUMENTS, BUYER AGREES TO THE FOLLOWING TERMS AND CONDITIONS REGARDING PURCHASES MADE HEREAFTER:

1. ALL SOLVENT & LUBRICANT PURCHASES SHALL BE PAID NO LATER THAN 30 DAYS FOLLOWING THE INVOICE DATE. ALL FUEL PURCHASES SHALL BE PAID NO LATER THAN 15 DAYS FOLLOWING INVOICE DATE.
2. IN THE EVENT THAT FULL PAYMENT IS NOT RECEIVED WITHIN TERMS STATED IN ITEM 1, NO FURTHER CREDIT WILL BE EXTENDED UNTIL ACCOUNT BALANCE IS SATISFIED. FURTHER CREDIT MAY BE CURTAILED WITHOUT PRIOR NOTICE TO BUYER.
3. BUYER AGREES TO PAY SELLER'S ATTORNEY FEES, COURT COSTS, AND EXPENSES INCURRED BY SELLER IF BUYER'S ACCOUNT AND THIS AGREEMENT ARE REFERRED FOR COLLECTION OR ENFORCEMENT.
4. BUYER AGREES TO PAY SERVICE CHARGES OF 1-1/2% PER MONTH, AN ANNUAL INTEREST RATE OF 18% PER ANNUM, ON ANY AMOUNTS PAST DUE 30 DAYS AFTER BILLING DATE.
5. IF IT BECOMES NECESSARY FOR SELLER TO INSTITUTE LITIGATION AGAINST BUYER IT IS AGREED THAT SELLER HAS THE RIGHT TO BRING SUIT IN THE COUNTY OF LOS ANGELES, CALIFORNIA.
6. BUYER WARRANTS THAT THE ABOVE INFORMATION IS TRUE AND CORRECT AND ACKNOWLEDGES THAT CREDIT WILL BE EXTENDED PURSUANT TO THIS APPLICATION.
7. ANY DISPUTE AS TO BILLING, CHARGES, OR MATERIALS MUST BE RAISED BY BUYER WITHIN 10 DAYS OF BILLING OR SAID DISPUTE SHALL BE WAIVED BY BUYER.
8. SELLER RESERVES THE RIGHT TO CHARGE MASTERCARD, VISA, OR AMERICAN EXPRESS ACCOUNT FOR ANY PAST DUE AMOUNTS.
9. BUYER ACKNOWLEDGES THIS APPLICATION MAY BE UTILIZED BY SELLER FOR PURPOSES OF EXTENSION OF CREDIT BY M.O. DION & SONS, INC., AMBER RESOURCES LLC D.B.A. SAWYER PETROLEUM, AMBER PETROLEUM PRODUCTS, INC. AND/OR RELATED DIVISIONS, BRANCHES OR ITS SUCCESSORS. TO THE EXTENT MORE THAN ONE RELATED ENTITY OF SELLER PROVIDES ANY PRODUCTS, SERVICES OR THING(S) OF VALUE, THE TERMS OF THIS APPLICATION WILL APPLY WITH THE SAME FORCE AND EFFECT AS IF A SEPARATE CREDIT APPLICATION WAS EXECUTED BY BUYER AS TO EACH SUCH ENTITY. BUYER ACKNOWLEDGES THAT ANY PURCHASES MADE BY BUYER AS A RESULT OF CREDIT EXTENDED BY SELLER REPRESENTS A SUPPLY CONTRACT BETWEEN BUYER AND SELLER FOR THE PRODUCTS AND AT THE PRICES NEGOTIATED BY THE BUYER AND SELLER AND DOCUMENTED IN EITHER A QUOTE OR AS EVIDENCED BY AN INVOICE FOR SAID PRODUCTS AT SAID PRICES. THE SUPPLY CONTRACT IS ENTERED INTO BY THE BUYER AND SELLER WITH THE SELLER LOCATED AT 1543 W. 16<sup>TH</sup> STREET, LONG BEACH CA 90813.

Dion & Sons ♦ Sawyer Petroleum ♦ Amber Petroleum Products  
 Amber Industrial Services ♦ F&L Petroleum ♦ F&L Racing Fuel ♦ Amber Racing Services

<b>Property of business location is:</b> Owned ___    Leased ___    (If leased, please answer the below)			
<b>Lessor Name:</b>		<b>Lessor Phone:</b>	
		<b>Length of Lease:</b> ___Months	
<b>Lessor Address:</b>			
<b>Legal Business Entity:</b>			
___ Corporation		___ Partnership	
___ Limited Liability Corporation		___ Sole Proprietorship	
<b>If Corporation</b>			
<b>Date of Incorporation:</b>		<b>State:</b>	
		<b>Subsidiary of Larger Business?</b> Yes ___    No ___	
<b>Parent Company Name (if different):</b>			
<b>Parent Company Office Address (if different):</b>			
<b>Please complete the following for three corporate officers including business owner(s) (Business owners required)</b>			
<b>Name:</b>		<b>Title:</b>	
<b>Name:</b>		<b>Title:</b>	
<b>Name:</b>		<b>Title:</b>	
<b>If Partnership</b>			
<b>Partner Name:</b>		<b>Title:</b>	<b>SSN:</b>
<b>Home Address:</b>		<b>Telephone:</b>	
<b>Partner Name:</b>		<b>Title:</b>	<b>SSN:</b>
<b>Home Address:</b>		<b>Telephone:</b>	
<b>Partner Name:</b>		<b>Title:</b>	<b>SSN:</b>
<b>Home Address:</b>		<b>Telephone:</b>	
<b>If Sole Proprietorship</b>			
<b>Owner Name:</b>		<b>DOB:</b>	<b>SSN:</b>
<b>Home Address:</b>		<b>Telephone:</b>	
<b>Spouse Name:</b>		<b>DOB:</b>	<b>SSN:</b>
<b>Home Address:</b>		<b>Telephone:</b>	
<b>For Internal Use Only</b>			
<b>Opportunity in TDF CRM?</b> Yes ___    No ___    If Yes, Opportunity Name:			

**TRADE REFERENCES**

**Reference #1**

**Name:**

**Address:**

**Phone:**

**Fax:**

**Reference #2**

**Name:**

**Address:**

**Phone:**

**Fax:**

**Reference #3**

**Name:**

**Address:**

**Phone:**

**Fax:**

**BANK REFERENCE**

**Bank #1**

**Account #:**

**Phone:**

**Fax:**

**Contact Person:**

**Name of Bank**

**Address:**



### Personal Guarantee

For value received and in consideration of M.O. Dion & Sons, Inc., Amber Resources LLC d.b.a. Sawyer Petroleum, Amber Petroleum Products, Inc. and/or any one or more of their divisions, branches, successors and related entities (hereinafter, collectively and individually the "Seller") advancing credit

to \_\_\_\_\_  
(hereinafter, the "Buyer"), the undersigned (hereinafter, the "Guarantor(s)"), jointly and severally, guarantee the prompt payment of all amounts now due and owing or which may hereinafter become due and owing to Seller by said Buyer on any account on which Seller may extend or has extended credit to said Buyer, including but not limited to, all accounts due and owing, or which may become due or owing, for goods, wares and merchandise or work labor or service sold and delivered to said Buyer. The liability of the undersigned shall not be affected or prejudiced by the acceptance of a note or other evidence of indebtedness, by extension of time for payment, or other indulgence granted to the Buyer, or by any agreement affecting said indebtedness, and the undersigned hereby waive notice of all of the aforesaid. The filing of a suit or exhaustion of legal remedies against the guarantor, and the undersigned hereby expressly waives any prior notice of Buyer's default. This continuing guarantee can only be revoked by the undersigned by sending written notice of such revocation to Seller by United States certified mail, return receipt requested. Any revocation of the guarantee becomes effective the date Seller receives notice and, accordingly, any debt incurred between the date the personal guarantee is executed and the date any revocation is received remains guaranteed by the Guarantor(s).

The undersigned hereby waives notice of default of non-payment. Seller shall be entitled to look to the undersigned for full payment without prior demand, notice, or seeking recourse against any other party. If suit is instituted to enforce this guarantee, the undersigned promises and agrees to pay the cost of such action, together with attorney fees in such amount as may be fixed by the court.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

1 <sup>st</sup> Guarantor (Print Name)	2 <sup>nd</sup> Guarantor (Print Name)
Signature	Signature
Home Telephone Number	Home Telephone Number
Home Address	Home Address
Social Security Number	Social Security Number