# **EMPIRE ENERGY, LLC**

Acct I.D \_\_\_\_\_ Credit Limit Awarded \_\_\_\_\_ Approved By (Initials):

P.O. Box 7500 Branson MO 65616 Phone: 417-334-3940 Fax: 417-334-1117 320 W. Pierce, Lebanon, MO 65536 Phone: 417-532-9153 Fax: 417-532-0824

## **CREDIT APPLICATION – WITH GUARANTY**

Date:					
Company Name:					
Doing Business as (d	lba):				
Type of Business:			Years in	n business:	
<b>Ownership:</b> Sole Proprietorship:	Partnership:	_ Corporation: LLC:_	State	e of:	
Phone:	Fax:		Billing	Email:	
Delivery (Physical)	Address with Zipcode:				
		INSIDE CITY LIMITS	OUTSII	DE CITY LIMITS	
Billing Address:					
Federal Taxpayer ID	)#:				
Principals/Owners					
Name	Title	Home Address		Date of Birth	SSN
Name	Title	Home Address		Date of Birth	SSN
Name	Title	Home Address		Date of Birth	SSN
Name	Title	Home Address		Date of Birth	SSN
Bank References: Name of Bank	Checking: Lo <u>Address</u> <u>Phone #</u>	oan: Savings: <u>Account #</u>	Name on Account	Contact Person	
Trade References – Name	List 3: <u>Address</u>		Phone #	<u>Fax #</u>	

FUEL TANK Info: Requesting Tank Set? Yes No# of Tanks	Size of Tank(s)
Has this company or any of its Principals ever been bankrupt? Yes No Please	
explain:	
Mortgage Holder/Landlord:	
Name:	
Address:	

The above-listed banks and credit references are authorized to release to Empire Energy, LLC any credit or financial information that it may request to obtain. Furthermore, Empire Energy, LLC it successors and assigns, is authorized to run or request credit reports from any reporting agency at any and all times that Company owes money to Empire Energy, LLC, it successors and assigns.

Receipt of this application by Empire Energy, LLC is authorization for Empire Energy, LLC to provide services to the abovementioned Company.

If credit is granted, Company promises to pay Empire Energy, LLC, it successors and assigns, all invoices when rendered, and to comply with all terms of credit that may be extended. Company understands and agrees that all invoices are payable upon receipt, and that a service charge of 3% per annum will be added to its past due account. In the event payment is not made and Company's account is referred to a collection agency, Company agrees to pay all costs of collection including but not limited to attorney fees. If legal action is required, this credit application and guaranty and the terms of credit extended hereunder shall be governed by and construed and interpreted in accordance with the laws of the State of Missouri applicable to contracts made to be performed entirely within such state, including all matters of enforcement, validity, and performance and the proper venue shall be Taney County, Missouri.

Attached hereto and made a part hereof as if repeated in full is Company's Authorization Agreement for ACH Debits which shall become effective upon approval of this application. If at any time the Authorization Agreement for ACH Debits shall be withdrawn by Company, the agreement to extend credit under this agreement shall immediately become null and void and all monies owed by Company shall become immediately due and payable.

Company hereby acknowledges and agrees that Empire Energy LLC, a Missouri Corporation, its successors and assigns, retains the right from time to time and at any time, at its discretion, to revoke, raise or limit any credit amount extended to Company.

The undersigned represent and warrant that they each have full power and authority to execute this Credit Application and Agreement on behalf of Company and as inducement to grant credit to Company swear that the matters, allegations and things set forth above are true and correct to the best knowledge and belief of the undersigned subject to the penalties of making a false affidavit or declaration.

#### AUTHORIZED SIGNATURE(S):

Phone#:

Signature	Print Name	Title	Date
Signature	Print Name	Title	Date
Signature	Print Name	Title	Date

## **Individual or Joint Personal Guaranty**

#### THIS MUST BE COMPLETED BY ALL OWNERS AND THEIR SPOUSES IF YOUR COMPANY IS:

1) Sole Proprietorship	2) Partnership	3) "S" Corporation
4) Closely Held Corporation	5) LLC	6) "C" Corporation

Date:

I/We, as signed and titled below, do sign for and in consideration of extending credit to Company. I/We hereby personally guarantee and bind myself/ourselves to pay on demand any sum that may become due to Empire Energy, LLC, it successors and assigns, by the Company, whenever the Company shall fail to pay the same.

I/We authorize Empire Energy, LLC, it successors and assigns, to run or request credit reports for the below-listed individuals from any reporting agency at any and all times that Company owes money to Tri-Lakes Petroleum Company LLC, it successors and assigns.

It is understood that this guaranty shall be a continuing and irrevocable guaranty and indemnity for such indebtedness of Company. I/We do hereby waive notice of default, non-payment, and notice thereof, and consent to any modification or renewal of the credit agreement hereby guaranteed.

The term "I" and "We" together with any pronoun used in connection therewith, wherever used in this document shall include the singular and plural and the masculine and feminine so far as the context may permit or require.

#### **Please Print or Type:**

APPROVED: EMPIRE ENERGY, LLC	FOR OFFICE USE ONLY		
Phone:	—		
City,State,Zip:			
Address:			
Title:			
Printed Name:			
Date:			
Signature:			
WITNESS:			
Phone:	_ Phone:		
City,State,Zip:			
Address:			
Title:			
Name:	Name:		
Date:			
Signature:	Signature:		
Phone:	Phone:		
City,State,Zip:	City,State,Zip:		
Address:			
Title:	Title:		
Name:			
Date:			
Signature:	Signature:		

BY:

Signature	Print Name

Date

Title

### **AUTHORIZATION AGREEMENT FOR ACH DEBITS**

("Company") hereby authorizes

EMPIRE ENERGY, LLC	EMPIRE ENERGY, LLC
P.O. Box 7500 Branson MO 65615	320 W. Pierce, Lebanon, MO 65536
Phone: 417-334-3940 Fax: 417-334-1117	Phone: 417-532-9153 Fax: 417-532-0824
	s and/or correction entries to Company's account indicated below at the "pursuant to the terms of the foregoing Credit Application and Agreement.
COMPANY:	FEIN NO.:
ADDRESS:	
DEPOSITORY:	
ADDRESS:	
BANK ACCOUNT NAME:	
TYPE OF ACCOUNT: CHE	CKING SAVINGS
ABA/ROUTING NUMBER:	
ACCOUNT NUMBER:	

PLEASE ATTACH A VOIDED CHECK OR COPY THEREOF.

This authorization shall remain in full force until Creditor has received written notification from Company of its termination in such time and in such manner as to afford Creditor and Depository reasonable opportunity to act upon it.

By signing of this Authorization Agreement for ACH Debits the undersigned represent and warrant that they each have full power and authority to execute this Authorization Agreement for ACH Debits on behalf of and swear that the matters, allegations and things set forth above are true and correct to the best knowledge and belief of the undersigned subject to the penalties of making a false affidavit or declaration.

#### AUTHORIZED SIGNATURE(S) ON BEHALF OF COMPANY:

Signature	Print Name	Title	Date
Signature	Print Name	Title	Date
Signature	Print Name	Title	Date
Signature	Print Name	Title	Date

FOR OFFICE USE ONLY
Master Account #
First EFT Date:
EFT Day: