

Overland Petroleum, LLC
P.O. Box 910550
St. George, Utah 84791-0550
Voice: 435-628-4141
Fax: 435-628-2285

Application for Credit Required Documents needed:

- Fully completed and signed Credit Application
- Previous Year's Financials, including Balance Sheets, Income Statements, and in addition, Cash flow and Comparative Interim Financial Statements if the Year -end Statements are over 6 months Old.
- Personal Financial Statements Required for the Personal Guarantors.
- Bank Authorization and fully completed EFT Agreement accompanied by a voided check.
- Please send copies of Distributor's licenses in any/all states that you are licensed in.

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Overland Petroleum, LLC

Account Information

Company Name: _____ Date: _____

Physical Address: _____

City: _____ County: _____ State: _____

Zip: _____ Phone _____ Fax: _____

Email Address: _____

BUSINESS INFORMATION: Company Federal Tax I.D. No.: _____

How long in business: _____ State Tax I.D. No.: _____

If you are a Licensed Distributor:

List each state that you are a licensed Distributor and include a photocopy of your license for each state.

Circle appropriate entity: CORPORATION, PARTNERSHIP OR PROPIETORSHIP: (List two officers who will deal with Overland Petroleum, LLC here.)

Title: _____ Name _____

Address: _____

Title: _____ Name: _____

Address: _____

****Please provide a copy of your last year-end financial statement and your current financials.**

CREDIT REFERENCES:

Name: _____ Address: _____

Phone: _____ Fax: _____

Name: _____ Address: _____

Phone: _____ Fax: _____

TERMS AND CONDITIONS OF GRANTING OF CREDIT

1. If credit is granted, _____ **[Name of Guarantor]** agrees to pay all statements and invoices in accordance with the terms of Overland Petroleum LLC.'s invoice, including payment within times specified in the invoice, late fees, and interest accruing at the rate of eighteen percent (18%) per annum for delinquent accounts. **If the account becomes delinquent and is turned over to a third party for collection, I/we agree to pay all reasonable attorney's fees plus all attendant costs and fees incurred in collecting the delinquent amount, whether or not suit is instituted. If suit is required to be initiated for collection of funds due, it will be instituted in Washington County, in the State of Utah.**

2. If there is any disputed charge on the Invoice, I/we agree to notify Overland Petroleum in writing within twenty (20) days after receipt of Invoice. Failure to so notify Overland Petroleum in writing means that I/we agree that the charges reflected on the Invoice are correct.

3. I/we agree to immediately notify Overland Petroleum in writing of (i) any change of ownership or form or our business (ii) any change of address, telephone, or facsimile number.

4. If you become a branded dealer, then your signature below guarantees to Overland Petroleum that you are the responsible party, should the time come that you decide to de-brand or are caused to de-brand because of brand infractions incurred by you, that you will pay for the removal of any and all brand image on your store, canopy and poles, signs and have it removed within two (2) weeks and have it returned to the appropriate storage. Overland Petroleum reserves the right to hold your last credit card settlement up to \$10,000.00 to cover the costs of de-branding until the de-branding is complete.

5. By executing this agreement on behalf of the above listed applicant, I/we warrant and represent that the information given on this Credit Application is complete and correct, and that the undersigned have the authority to bind the Credit Applicant and enter into this agreement. And we give Overland Petroleum permission to verify the information stated hereon. Such verification may include contacting any reference given, or any other investigation desired by Overland Petroleum.

6. This extension of credit may be used for commercial and/or personal residential household purposes. This agreement may only be modified or amended by signed writing by both parties.

7. The provisions contained in this application are severable and if any single provision is found to be unenforceable, it shall not make the remainder of this agreement unenforceable

I/we herein make application to Overland Petroleum LLC., for credit and agree to be bound by the provisions listed in the Terms and Conditions for Granting Credit.

CREDIT APPLICANT:

Guarantor:

CREDIT APPLICANT

Guarantor:

BY: _____
(Signature of Guarantor)

BY: _____
(Signature of Guarantor)

Name: _____
(Print Name)

Name: _____
(Print Name)

Title: _____

Title: _____

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Overland Petroleum, LLC

GUARANTOR INFORMATION

:

Guarantor:

Name: _____
(Name of person who will guarantee payment)

Address: _____

Phone: _____

Fax: _____ City: _____ County: _____

State: _____ Zip: _____

Signature: _____

Social Security Number: _____

Spouse:

Name: _____
(Name of spouse of person who will guarantee payment)

Address: _____ Phone: _____

Fax: _____ City: _____ County: _____

State: _____ Zip: _____

Signature: _____

Social Security Number: _____

Signatures above, hereby guarantee to be bound by the agreements in this application and thereby become the responsible parties for collection of funds due to Overland Petroleum.

**** Please provide Personal Financials for the Personal Guarantors****

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Open Account Agreement with Personal Guaranty

CUSTOMER

Company Name: _____
Billing Address: _____
City, State, Zip: _____
Phone Number: _____
Contact Person: _____

SUPPLIER ("OVERLAND")

Overland Petroleum, LLC
321 North Highway 91
Hurricane, UT 84737
435-628-4141

Overland agrees to deliver petroleum products ("Product") purchased by Customer on an open account basis subject to the terms and conditions below:

1. By acceptance of Product from Overland, Customer promises and guarantees payment for all such Product delivered by Overland at the prices effective as of the time of order and delivery. Customer agrees to pay Overland in full for all such Product within 8 days of delivery. Any payment not made within 8 days of each Product delivery shall be subject to an interest equal to 1.5% per month (eighteen percent per annum) on any unpaid amounts and shall continue until payment is received in full by Overland.
2. This is an open account agreement and all terms contained herein shall remain in force and be effective for so long as Customer does business with Overland and until otherwise modified by the parties in writing. This agreement also includes a continuing guaranty without limitation or expiration. The personal guaranty may be canceled by the Guarantor only by strictly complying with the provision at Paragraph 3 herein.
3. This Guaranty continues until Overland receives written notice signed by the guarantor requesting termination of the Guaranty. Notice must be sent by certified U.S. mail to Overland at the address given above. Termination is effective when Overland receives the notice. Termination notice shall not operate to excuse Customer or Guarantor from payment of all amounts incurred before Overland receives said notice, nor shall it excuse Guarantor from obligations for delivery of Product before notice is received by Overland.
4. If Customer does not pay fully the amount owed for Product within 8 days after receiving delivery, Customer agrees to pay Overland all cost of collecting amounts due and owing Overland under this contract and the Guaranty. The Customer and Guarantor agree to pay such costs, including attorney fees and court costs plus interest at the rates defined above, all accruing until paid to Overland in full.
5. Customer and Guarantor agree to be held jointly and severally liable to Overland for all amounts for the Product delivered by Overland for all Interest charges, collection costs and attorney fees as provided herein.
6. This Contract and Guarantee is governed by Utah law. Venue is in the courts of Washington County, Utah. This Contract represents the entire agreement between parties. There are no other representations, terms or conditions that are part of this Contract. Overland accepts this Contract when fully executed by Customer and Guarantor below.

X _____

CUSTOMER: Authorized Signature

Print Name and Title: _____

X _____

Personal Guarantor Signature:

Print Name & Social Security Number _____

Overland Petroleum, LLC
EFT Authorization

I (We) _____, Hereby certify the information set forth below is correct and do authorize Overland Petroleum to initiate debit and credit entries to my (our) account indicated below. Which account, is used solely for business purposes for payment of all obligations determined by Overland Petroleum to be owed by me (us) as a customer to Overland Petroleum, and all obligations determined by Overland Petroleum to be owed by Overland Petroleum to me (us) as a customer.

Customer Name: (your information)

Address:

City, State, Zip Code:

Telephone Number:

Customer's Bank Name:

Bank Address:

City, State, Zip Code:

Bank Telephone Number:

Bank Contact Person:

Customer Bank Account Number:

Customer Bank Routing Number:

I (we) Further certify that I (we) have contacted and authorized the above named bank to accept such debit and credit entries from Overland Petroleum. This authority shall remain in full force and effect until Overland Petroleum and the above named Bank have received written notification from me (us) of its termination in such time and manner as to afford Overland Petroleum and the Bank reasonable opportunity to act upon it. I (we) understand that this EFT service is governed by the rules of the Automatic clearing House or ACH, and that Overland Petroleum can terminate or modify it at any time.

Dated: _____

Signed: _____

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Overland Petroleum, LLC
Invoice & EFT information

Overland Petroleum, will email a copy of your invoice to you the day it is billed and 24 hours prior to your EFT going to your bank an EFT notification will be emailed to you.

Please list your email address and return as part of your Application for Credit.

E-Mail Address: _____

Accounts Payable Information:

Contact: _____

Address: _____

Telephone: _____

Fax: _____

Overland Petroleum, LLC

Overview

This is a brief overview of Overland Petroleum, LLC. It will review our dispatch, our delivery terms, our payment terms and contractual obligations you would be required to make if your application is approved.

- **Dispatch**

We have 24 hour dispatch coverage but we require a minimum of 36 hours notice in ordering product loads.

We have the ability to help you monitor your inventory to react more efficiently in the area of delivery and pricing to serve your petroleum needs.

Our trucks are satellite dispatched creating a more efficient operation with less down time.

- **Pricing**

We have access to numerous supply points that provides us the ability to offer a more complete pricing structure that will help keep you more competitive and that will help provide you greater return.

- **Terms**

Our terms for product are net 8 days from date of delivery, or load to load, which ever comes first. If you have had a load of product delivered to you and you need another load before it has been 8 days on the first load, the first load will have to be paid for before the next load can be delivered. We use EFT, (Electronic Funds Transfer) for payment of product, through the Automated Clearing House. In the event that you become a branded dealer, the amount for the EFT taken, would be less any credit card credits that you have accumulated on your account. If an EFT is returned unpaid, your account will automatically be moved to a C.O.D. status with certified funds.

I have read the information in this application and I understand it and I **accept** what I have read.

Name (print)

Signature

Date

Title