

PH: 800-794-FUEL (3835)
P.O. Box 2426
West Chester, PA 19380

MAUGER & CO., INC.

COMMERCIAL CREDIT APPLICATION

All pages must be completed and signature(s) supplied before credit can be extended

APPLICANT INFORMATION:

Applicant Name: _____

Billing Address: _____

Billing City/County/State/Zip: _____

Email Address: _____ Billing Phone: () _____

Site Location Phone: () _____ Fax: () _____

Year Business Established: _____ Sales Tax Number: _____

Type of Business Entity (e.g., Corp, LLC, Partnership, Sole Proprietorship, etc.): _____

State of Incorporation/Formation: _____ Tax Payer ID# _____

Are you currently a Mauger & Co customer: () yes () no

Accounts Payable Contact: _____
(Name) (Telephone Number)

TRADE REFERENCES:

Company	Contact Name	Account#	Phone#
1. _____			
2. _____			
3. _____			

BANK REFERENCE:

Bank Name: _____

Bank Address: _____

City/State/Zip: _____ Contact Name: _____

Phone: () _____ Account#: _____

OWNER(S) / OFFICERS

If Applicant's business structure is other than a sole proprietorship, provide the name, title and home address of each owner, principal, officer, director, member, and/or partner of Applicant, as the case may be, and identify if that person



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has authority to bind the Applicant to contracts and how such authority is established (i.e. set forth in Operating Agreement, set forth in Partnership Agreement, under Pennsylvania law, vote of owners, etc.). Please attach a separate page if necessary.

Name: _____ Title: _____

Home Address: _____ Phone: (____) _____

Authority to bind Applicant: Yes/No (Circle one)

Name: _____ Title: _____

Home Address: _____ Phone: (____) _____

Authority to bind Applicant: Yes/No (Circle one)

Name: _____ Title: _____

Home Address: _____ Phone: (____) _____

Authority to bind Applicant: Yes/No (Circle one)

A FULLY AND LEGALLY EXECUTED W-9 FORM MUST BE SUBMITTED WITH THIS APPLICATION.

APPLICANT HEREBY AUTHORIZES SUPPLIER TO INVESTIGATE THE REFERENCES SUBMITTED IN THE APPLICATION PERTAINING TO CREDIT AND FINANCIAL RESPONSIBILITY. APPLICANT FURTHER AUTHORIZES SUPPLIER TO OBTAIN A CREDIT REPORT AND CREDIT SCORE FROM ANY ONE OR MORE OF THE NATIONAL CREDIT BUREAUS.

Applicant Name: _____

Dated: _____ Signed By: _____

Printed Name: _____

Title: _____

CREDIT AGREEMENT

The undersigned customer ("Customer") has requested, and Mauger & Co., Inc. ("Supplier") has agreed, that Supplier shall supply Customer with heating oil and related services and extend credit to Customer to pay for said oil and services pursuant to the terms of this Credit Agreement (the "Agreement").

PROMISE TO PAY. Supplier will open an account for Customer ("Account") which will be billed the cost of oil and related charges upon each delivery thereof, or provision thereof, to Customer by Supplier. Applicant's Account shall be due and payable, in full, fifteen (15) days from the last date of each billing period, except that any payments made that include discounts earned must be postmarked by the tenth (10th) day following the end of each billing period. Account statements shall be issued by Supplier on a regular basis at the end of each billing period. Unpaid balances of Customer's Account that have aged beyond fifteen (15) days from the due date will incur finance charges of 1½% per month (18% per annum) on any delinquent balance until said balance is paid in full.

REPRESENTATIONS AND WARRANTIES. Customer hereby represents and warrants to Supplier that the undersigned individual executing this Agreement on behalf of Customer is duly authorized to do so on Customer's behalf, has the express authority of Customer to execute this Agreement, and Customer has taken all necessary steps to effectuate such authority. Customer further represents and warrants that all information provided in the application seeking the extension of credit evidenced hereby (the "Application") is true and correct as of the date undersigned, including the identification of all owners, principals, officers, directors, members, and/or partners of Customer. Customer agrees to notify Supplier if any of the information in the Application changes within 10 days of such change.

SUCCESSOR INTERESTS. The terms of this Agreement shall be binding on Customer, and upon Customer's heirs, personal representatives, successors, and/or assigns, and shall inure to the benefit of Supplier and its successors and assigns.

DEFAULT. The following shall constitute an Event of Default: 1) the failure of Customer to make any payment when due hereunder; 2) if any of warranty, representation, or statement made by Customer in the Application is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter; 3) the revocation of any guaranty of this Agreement by a guarantor; or 4) Customer fails to comply with any term of this Agreement.

REMEDIES. Upon an Event of Default, Supplier may avail itself of any remedy under this Agreement or available at law. Supplier may hire or pay someone else to help collect all monies owed to Supplier pursuant to this Agreement if Customer does not pay. Customer will pay Supplier those amounts spent. This includes, subject to any limits under applicable law, Supplier's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Customer also will pay any court costs, in addition to all other sums provided by law.

Any dispute under this Application, or arising from the credit extended pursuant hereto, shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law provisions.

NO WAIVER. No failure of Supplier to enforce any of its rights or remedies under this Agreement will be deemed to be a waiver of Supplier's rights to do so in the future.

CONFESSION OF JUDGMENT. CUSTOMER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR THE PROTHONOTARY OR CLERK OF ANY COURT IN THE COMMONWEALTH OF PENNSYLVANIA, OR ELSEWHERE, TO APPEAR AT ANY



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TIME FOR CUSTOMER AFTER A DEFAULT UNDER THIS AGREEMENT AND WITH OR WITHOUT COMPLAINT FILED, CONFESS OR ENTER JUDGMENT AGAINST CUSTOMER FOR THE ENTIRE PRINCIPAL BALANCE DUE AND OWING UNDER THIS AGREEMENT AND ALL ACCRUED INTEREST, LATE CHARGES AND ANY AND ALL AMOUNTS EXPENDED OR ADVANCED BY SUPPLIER RELATING TO THIS AGREEMENT, TOGETHER WITH COSTS OF SUIT AND AN ATTORNEY'S COMMISSION OF TEN PERCENT (10%) OF THE UNPAID BALANCE AND ACCRUED INTEREST FOR COLLECTION, BUT IN ANY EVENT NOT LESS THAN FIVE HUNDRED DOLLARS (\$500), ON WHICH JUDGMENT OR JUDGMENTS ONE OR MORE EXECUTIONS MAY ISSUE IMMEDIATELY; AND FOR SO DOING, THIS AGREEMENT OR A COPY OF THIS AGREEMENT VERIFIED BY AFFIDAVIT SHALL BE SUFFICIENT WARRANT. THE AUTHORITY GRANTED IN THIS AGREEMENT TO CONFESS JUDGMENT AGAINST CUSTOMER SHALL NOT BE EXHAUSTED BY ANY EXERCISE OF THAT AUTHORITY, BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL PAYMENT IN FULL OF ALL AMOUNTS DUE UNDER THIS AGREEMENT. CUSTOMER HEREBY WAIVES ANY RIGHT CUSTOMER MAY HAVE TO NOTICE OR TO A HEARING IN CONNECTION WITH ANY SUCH CONFESSION OF JUDGMENT AND STATES THAT EITHER A REPRESENTATIVE OF SUPPLIER SPECIFICALLY CALLED THIS CONFESSION OF JUDGMENT PROVISION TO CUSTOMER'S ATTENTION OR CUSTOMER HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL.

Prior to signing this Agreement, Customer read and understood all the provisions of this Agreement and Application. Customer agrees to the terms of the Agreement. Customer acknowledges receipt of a completed copy of this Agreement. This Agreement and Application is given under seal and it is intended that this Agreement shall constitute and have the effect of a sealed instrument according to law.

Customer Name: _____ By Printed Name: _____

Signature: _____ Dated: _____ Title: _____

Photo ID#/State/Exp. Date _____ WITNESS: _____

MAUGER AND COMPANY, INC., by _____

COMMERCIAL GUARANTY

CUSTOMER: _____
Address: _____

SUPPLIER: Mauger and Company, Inc.
1157 Phoenixville Pike, Suite 106
West Chester, PA 19380

GUARANTOR: _____
Address: _____

Social Security No. _____

GUARANTOR: _____
Address: _____

Social Security No. _____

GUARANTOR: _____
Address: _____

Social Security No. _____

GUARANTOR: _____
Address: _____

Social Security No. _____

GUARANTEE OF PAYMENT AND PERFORMANCE. For good and valuable consideration, each of the Guarantors, jointly and severally, absolutely and unconditionally guarantees full and punctual payment and satisfaction of the Indebtedness of Customer to Supplier, and the performance and discharge of all Customer's obligations under the Agreement. This is a guaranty of payment and performance and not of collection, so Supplier can enforce this Guaranty against any Guarantor even when Supplier has not exhausted Supplier's remedies against anyone else obligated, including other Guarantors, to pay the Indebtedness or against any collateral securing the Indebtedness, this Guaranty or any other guaranty of the Indebtedness. Guarantor will make any payments to Supplier or its order, on demand, in legal tender of the United States of America, in same-day funds, without set-off or deduction or counterclaim, and will otherwise perform Customer's obligations under the Agreement. Under this Guaranty, Guarantor's liability is unlimited and Guarantor's obligations are continuing.

INDEBTEDNESS. The word "Indebtedness" as used in this Guaranty means all of the principal amount outstanding from time to time and at any one or more times, accrued unpaid interest thereon and all collection costs and legal expenses related thereto permitted by law, reasonable attorneys' fees, arising from any and all debts, liabilities and obligations of every nature or form, now existing or hereafter arising or acquired, that Customer individually or collectively or interchangeably with others, owes or will owe Supplier, pursuant to that certain Credit Agreement dated even date, or otherwise.

CONTINUING GUARANTY. THIS IS A "CONTINUING GUARANTY" UNDER WHICH EACH GUARANTOR AGREES TO GUARANTEE THE FULL AND PUNCTUAL PAYMENT, PERFORMANCE AND SATISFACTION OF THE INDEBTEDNESS OF CUSTOMER TO SUPPLIER, NOW EXISTING OR HEREAFTER ARISING OR ACQUIRED, ON AN OPEN AND CONTINUING BASIS. ACCORDINGLY, ANY PAYMENTS MADE ON THE INDEBTEDNESS WILL NOT DISCHARGE OR DIMINISH A GUARANTOR'S OBLIGATIONS AND LIABILITY UNDER THIS GUARANTY FOR ANY REMAINING AND SUCCEEDING INDEBTEDNESS EVEN WHEN ALL OR PART OF THE OUTSTANDING INDEBTEDNESS MAY BE A ZERO BALANCE FROM TIME TO TIME.

DURATION OF GUARANTY. This Guaranty will take effect when received by Supplier without the necessity of any acceptance by Supplier, or any notice to a Guarantor or to Customer, and will continue in full force until all the Indebtedness incurred or contracted before receipt by Supplier of any notice of revocation shall have been fully and finally paid and satisfied and all of a Guarantor's other obligations under this Guaranty shall have been performed in full. If a Guarantor elects to revoke this Guaranty, a Guarantor may only do so in writing. A Guarantor's written notice of revocation must be mailed to Supplier, by certified mail, at Supplier's address listed above or such other place as Supplier may designate in writing. Written revocation of this



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Guaranty will apply only to new Indebtedness created after actual receipt by Supplier of a Guarantor's written revocation. For this purpose and without limitation, the term "new Indebtedness" does not include the Indebtedness which at the time of notice of revocation is contingent, unliquidated, undetermined or not due and which later becomes absolute, liquidated, determined or due. For this purpose and without limitation, "new Indebtedness" does not include all or part of the Indebtedness that is: incurred by Customer prior to revocation; incurred under a commitment that became binding before revocation; any renewals, extensions, substitutions, and modifications of the Indebtedness. This Guaranty shall bind each Guarantor's estate as to the Indebtedness created both before and after Guarantor's death or incapacity, regardless of Supplier's actual notice of a Guarantor's death. Subject to the foregoing, a Guarantor's executor or administrator or other legal representative may terminate this Guaranty in the same manner in which such Guarantor might have terminated it and with the same effect. Release of any Guarantor or termination of any other guaranty of the Indebtedness shall not affect the liability of any other Guarantor under this Guaranty. A revocation Supplier receives from any one or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty. **It is anticipated that fluctuations may occur in the aggregate amount of the Indebtedness covered by this Guaranty, and Guarantors specifically acknowledges end agrees that reductions in the amount of the Indebtedness, even to zero dollars (\$0.00), shall not constitute a termination of this Guaranty. This Guaranty is binding upon each Guarantor and each Guarantor's heirs, successors and assigns so long as any of the Indebtedness remains unpaid and even though the Indebtedness may from time to time be zero dollars (\$0.00).**

GUARANTORS' REPRESENTATIONS AND WARRANTIES. Guarantors represent and warrant to Supplier that (A) no representations or agreements of any kind have been made to any Guarantor which would limit or qualify in any way the terms of this Guaranty; (B) this Guaranty is executed at Customer's request and not at the request of Supplier; (C) Guarantors have full power, right and authority to enter into this Guaranty; (D) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon any Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to any Guarantor; (E) Guarantors have not and will not, without the prior written consent of Supplier, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantors' assets, or any interest therein; (F) Guarantors authorize Supplier to perform a credit check of any Guarantor; (G) Supplier has made no representation to Guarantors as to the creditworthiness of Customer; and (H) Guarantor has established adequate means of obtaining from Customer on a continuing basis information regarding Customer's financial condition. Guarantors agree to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect any Guarantor's risks under this Guaranty, and Guarantors further agrees that Supplier shall have no obligation to disclose to Guarantors any information or documents acquired by Supplier in the course of its relationship with Customer.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Guaranty. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Guaranty shall have the meanings attributed to such terms in the Uniform Commercial Code:

Customer. The word "Customer" means the individual or entity identified at the beginning of this Guaranty and includes all co-signers and co-makers signing the Agreement and all their successors and assigns



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Guarantor. The word "Guarantor" means everyone signing this Guaranty, and in each case, any signer's successors and assigns.

Guaranty. The word "Guaranty" means this guaranty from Guarantors to Supplier.

Indebtedness. The word "Indebtedness" means Customer's indebtedness to Supplier as more particularly described in this Guaranty.

Supplier. The word "Supplier" means Mauger and Company, Inc., its successors and assigns.

Agreement. The word "Agreement" means and includes without limitation all of Customer's credit agreements evidencing Customer's obligations in favor of Supplier, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for credit agreements.

CONFESSION OF JUDGMENT. EACH GUARANTOR HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR THE PROTHONOTARY OR CLERK OF ANY COURT IN THE COMMONWEALTH OF PENNSYLVANIA, OR ELSEWHERE, TO APPEAR AT ANY TIME EACH GUARANTOR FOR THE ENTIRE PRINCIPAL BALANCE OF THIS GUARANTY AND ALL ACCRUED INTEREST, LATE CHARGES AND ANY AND ALL AMOUNTS EXPENDED OR ADVANCED BY SUPPLIER RELATING TO ANY COLLATERAL SECURING THE INDEBTEDNESS, TOGETHER WITH COSTS OF SUIT, AND AN ATTORNEY'S COMMISSION OF TEN PERCENT (10%) OF THE UNPAID PRINCIPAL BALANCE AND ACCRUED INTEREST FOR COLLECTION, BUT IN ANY EVENT NOT LESS THAN FIVE HUNDRED DOLLARS (\$500) ON WHICH JUDGMENT OR JUDGMENTS ONE OR MORE EXECUTIONS MAY ISSUE IMMEDIATELY; AND FOR SO DOING, THIS GUARANTY OR A COPY OF THIS GUARANTY VERIFIED BY AFFIDAVIT SHALL BE SUFFICIENT WARRANT. THE AUTHORITY GRANTED IN THIS GUARANTY TO CONFESS JUDGMENT AGAINST GUARANTORS SHALL NOT BE EXHAUSTED BY ANY EXERCISE OF THAT AUTHORITY, BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL PAYMENT IN FULL OF ALL AMOUNTS DUE UNDER THIS GUARANTY. EACH GUARANTOR HEREBY WAIVES ANY RIGHT SUCH GUARANTOR MAY HAVE TO NOTICE OR TO A HEARING IN CONNECTION WITH ANY SUCH CONFESSION OF JUDGMENT AND STATES THAT EITHER A REPRESENTATIVE OF SUPPLIER SPECIFICALLY CALLED THIS CONFESSION OF JUDGMENT PROVISION TO EACH GUARANTOR'S ATTENTION OR EACH GUARANTOR HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL.

EACH UNDERSIGNED GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, EACH GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON EACH GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO SUPPLIER AND THAT THE GUARANTY WILL CONTINUE UNTIL TERMINATED IN THE MANNER SET FORTH IN THE SECTION TITLED "DURATION OF GUARANTY". NO FORMAL ACCEPTANCE BY SUPPLIER IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE.



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THIS GUARANTY IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS GUARANTY IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GUARANTOR:

Signature Date
Printed Name:_____

Signature Date
Printed Name:_____

Signature Date
Printed Name:_____

Signature Date
Printed Name:_____