



The undersigned herein make application for credit on our own behalf/ on behalf of the Company and/or update and reconfirm the undersigned or the Company's existing account and balance. Applicants give their permission to United Pacific Energy, or its agent, to verify the information stated herein.

| | | | | | |
|---|---------|---|-------------------|--------------|-------|
| Company Name (the "Company") | | Phone | | | |
| Business Name | | Fax | | | |
| Mail Address | | Website | | | |
| Physical Address | | Email | | | |
| Prior physical address (if less than one year) | | | | | |
| Address of Company owned Real Property | | | | | |
| Dun and Bradstreet Number | | | | | |
| <input type="radio"/> Sole Proprietor <input type="radio"/> Partnership <input type="radio"/> Corporation | | State of Incorporation: | | | |
| Date Business Commenced | | Federal ID# | CA State Resale # | | |
| Credit Limit Requested | | Purchase Orders Requested: <input type="radio"/> Yes <input type="radio"/> No | | | |
| People Authorized to Purchase | | | | | |
| Banking Information | | | | | |
| Bank | | Account # | Bank Contact | | |
| Bank Address | | Phone | Fax | | |
| Company Suppliers | | | | | |
| Vendor Name | Contact | Phone | Fax | City | State |
| | | | | | |
| | | | | | |
| | | | | | |
| Principals of Company | | | | | |
| Name | Title | SS# | Own/Rent | Home Address | |
| | | | | | |
| | | | | | |
| | | | | | |

Default Agreement As a material part of this agreement, the undersigned is authorized in its capacity to bind the company. The undersigned undertakes and agrees to provide personal information, most recent financial statements or income or tax return of the undersigned and the Company, along with periodic updates, to United Pacific Energy ("UPE"). The undersigned consents to the collection, use and disclosure of the information and documents provided by the undersigned for the purposes of (i) determining the undersigned's continuing financial status, and (ii) obtaining credit from UPE, and (iii) taking action for collection of payment in the event of default by the Company or the undersigned. The undersigned further agrees to pay all bills rendered payable at the payment address shown on the invoice received by the undersigned or the Company. The undersigned understands and agrees that if the Company or the undersigned's account is not paid within terms fixed by the invoice, a finance charge will be assessed at the rate of 1.5% per month (18% per annum) or the maximum amount allowed by law from the date of the invoice. The undersigned understands and agrees that in the event my account is placed in the hands of an attorney for collection, the undersigned shall, or shall cause the Company to pay thirty (30) percent on both principal and interest as attorney's fees. The undersigned further acknowledges and agrees that UPE's Sales Agreement's standard terms and conditions as set forth on UPE's website at www.unitedpacificenergy.com (as may be amended from time to time) (the "Sales T&C") applies to all purchases by the undersigned or the Company from UPE. By signing and returning this application to UPE, the Company and the undersigned agree to be bound by such Sales T&C.

Signed _____ Title _____ Date _____



Sales Tax Exemption Certificate

| | |
|-----------|-------------|
| Purchaser | |
| Address | City, State |
| Phone | Fax |

Exemption Certification: Check appropriate exemption.

I am engaged in the business of:

And any propane, butane or related tangible personal property as received from you will be purchase for use as follows:

- For resale as tangible personal property as received from you. I hereby that I hold a valid seller's permit # _____ issued on ____/____/____ by the state of _____.
- To be incorporated as a material or part of other tangible personal property to be produced for sale by manufacturing, assembling, processing or refining.
- Other: Describe exempt use and specific section of sales and use tax act covering this exemption.

We further certify that if any property so purchased tax free is use or consumed by the firm as to make it subject to a Sales or Use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing which we will pay. This certificate shall be part of each order which we may hereafter give you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

We are not exempt from sales tax.

Signed _____ Title _____ Date _____



| | | | | |
|---|-----------|-------|---------|-----|
| Company Name | | | Contact | |
| Address | | City | State | Zip |
| Billing Address | | City | State | Zip |
| Phone | | | Fax | |
| Price change notification via: <input type="radio"/> Email: <input type="radio"/> Fax: <input type="radio"/> Mail: | | | Contact | |
| Address (if different than above) | | City | State | Zip |
| Delivery Locations | | | | |
| Company Name | | | Contact | |
| Street Address | | City | State | Zip |
| County | Tank Size | Phone | Fax | |
| Company Name | | | Contact | |
| Street Address | | City | State | Zip |
| County | Tank Size | Phone | Fax | |
| Company Name | | | Contact | |
| Street Address | | City | State | Zip |
| County | Tank Size | Phone | Fax | |
| Company Name | | | Contact | |
| Street Address | | City | State | Zip |
| County | Tank Size | Phone | Fax | |
| Company Name | | | Contact | |
| Street Address | | City | State | Zip |
| County | Tank Size | Phone | Fax | |



Guaranty

GUARANTY, dated as of , (this "Guaranty"), by

..... ("Guarantor"),

an individual with a mailing address located at

....., in favor and for the benefit of United Liquid Gas Company, Inc. dba United Pacific Energy, with a business address located at 425 West Plumb Lane, Reno, NV 89509, its current and former shareholders, affiliates, divisions, subsidiaries, parents, partners, successors, including but not limited to successor corporations and partnerships, endorsees, and permitted assigns (collectively, the "Guaranteed Party").

For valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged by the Guarantor, the Guarantor hereby agrees in favor of the Guaranteed Party as follows:

1. **Guaranty.** The Guarantor hereby unconditionally and irrevocably guarantees the prompt payment and performance to the Guaranteed Party, following a demand by the Guaranteed Party, of all present and future indebtedness, liabilities and obligations of any kind whatsoever (whether direct or indirect, joint or several, absolute or contingent, matured or unmatured) which

..... (the "Debtor") has from time to time incurred or is under or may hereafter incur or be under to the Guaranteed Party under, in connection with or with respect to the purchase or sale of propane, butane, condensate and pentane (collectively, the "Agreements") including, without limitation, the reasonable fees and expenses incurred by the Guaranteed Party's counsel in enforcing any rights under this Guaranty, the Agreements and any documents delivered pursuant thereto, contract causes of action and indemnities (collectively, the "Obligations"). The Guarantor's liability under this Guaranty shall arise immediately upon written demand for payment from the Guaranteed Party to the Guarantor. Any amounts payable by the Guarantor under this Guaranty which are not paid forthwith upon demand therefor by the Guaranteed Party will bear interest from the date of such demand at the lower of 1.5% monthly (18% per annum) or the maximum rate permitted by law, calculated monthly, until said amounts are paid.

2. **Indemnity.** The Guarantor hereby agrees to indemnify and hold harmless the Guaranteed Party from any losses, damages, liabilities, claims and related expenses incurred by the Guaranteed Party or asserted against the Guaranteed Party by any person arising out of, in connection with or resulting from this Guaranty or any failure of any Obligations to be legal, valid and binding obligations of the Debtor, enforceable against the Debtor in accordance with its terms.

3. **Amount.** The liability under this Guaranty is unlimited.

4. **Term.** This Guaranty will terminate automatically and immediately ninety (90) days after receipt by the Guaranteed Party of written notice to terminate this Guaranty (the "Effective Termination Date"); provided, however, that no such termination shall affect Guarantor's liability with respect to any Obligations created, incurred, contracted or assumed prior to the Effective Termination Date, which Obligations shall remain subject to this Guaranty.

5. **Nature of Guaranty.** The obligations of the Guarantor under this Guaranty are continuing, unconditional and absolute and shall not be affected by the existence, validity, enforceability, perfection, or extent of any margin, collateral or other credit support for the Obligations. The Guaranteed Party will not be obligated to file any claim relating to the Obligations owing to it in the event that the Debtor becomes subject to a bankruptcy, reorganization, or similar proceeding and the failure of the Guaranteed Party to so file shall not affect the Guarantor's obligations hereunder. In the event that any payment of the Debtor to the Guaranteed Party in respect of any Obligations is rescinded or must otherwise be returned to the Debtor or surrendered to any person for any reason whatsoever, whether before or after the Effective Termination Date of this Guaranty, then the Obligations or part thereof intended to be satisfied shall, for the purposes of this Guaranty, be reinstated or returned by the Guaranteed Party, and this Guaranty shall continue to be effective as if such payment had not been made or value received notwithstanding any revocation thereof.

6. **Liability Absolute.** Without limiting the generality of the foregoing, the liability of the Guarantor will not be released, discharged, diminished, limited or otherwise affected by: (i) any extension, other indulgence, renewal, amendment, modification, execution, delivery, settlement, discharge, compromise, waiver, subordination or release in respect of any Obligation, security, person or otherwise, (ii) the invalidity, unenforceability or illegality, in whole or in part, of any agreements, instruments or other documents held by the Guaranteed Party to create, represent or evidence any Obligations, (iii) any defense, counterclaim or right of set-off available to the Debtor, (iv) any change in the name, existence, structure, powers, business, constitution, objects, capital, constating documents, by-laws, control or ownership of the Debtor or any other person, (v) any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Debtor or any other person or its assets, or (vi) any other circumstances which might otherwise constitute, in whole or in part, a defense available to, or a discharge of, the Guarantor, the Debtor or any other persons, firms or corporations in respect of the Obligations or the liability of the Guarantor.

7. **Representations and Warranties.** To induce the Guaranteed Party to (i) enter into the Agreements with the Debtor from time to time and (ii) extend or continue any financial accommodations to the Debtor, the Guarantor represents and warrants to the Guaranteed Party that (i) there are no conditions precedent to the effectiveness of this Guaranty that have not been satisfied or waived., (ii) he or she has full power and authority to execute, deliver and perform this Guaranty, to carry out his or her obligations hereunder and to consummate the transactions contemplated hereby, (iii) he or she is an adult individual of sound mind, (iv) the execution, delivery and performance of this Guaranty require no action by, or filing with, any governmental body or any court having jurisdiction over the Guarantor, (v) he or she has signed this Guaranty freely and voluntarily and not under duress or undue influence. The Guarantor acknowledges that there has been no unconscionability, no inequality of bargaining power or fiduciary relationship between the parties, and (vi) the Guarantor has duly executed and delivered this Guaranty, and this Guaranty constitutes the legal, valid and binding obligations of the Guarantor, enforceable against the Guarantor in accordance with its terms.

8. **No Subrogation.** Notwithstanding any payment made by the Guarantor under this Guaranty or any set-off or application of funds of the Guarantor by the Guaranteed Party, the Guarantor will have no right of subrogation to, and waives, to the fullest extent permitted by law, any right to enforce any remedy which the Guaranteed Party now has or may hereafter have against the Debtor, until all of the Obligations have been irrevocably and unconditionally paid in full; and until that time, the Guarantor waives any benefit of, and any right to participate in, any security, whether real or personal property, now or hereafter held by the Guaranteed Party for the Obligations.

9. **Waivers of Defenses.** The Guarantor agrees that his or her obligations under this Guaranty are irrevocable, continuing, absolute and unconditional, and shall not be discharged or impaired or otherwise affected by and the Guarantor hereby waives any defenses to enforcement he or she may have (now or in the future) by reason of:

- (i) any illegality, invalidity or unenforceability of any Obligation, the Agreements or any other documents delivered pursuant thereto;
- (ii) any change in the amount, time, place or manner of payment or performance of, or in any other term of the Obligations, or any waiver, release, assignment, amendment or other modification of the Agreements or any other documents delivered pursuant thereto;
- (iii) any default, failure or delay, willful or otherwise, in the performance of the Obligations;
- (iv) notice of the execution and delivery by Debtor and Guaranteed Party of any other agreement arising under or in connection with the Agreements;
- (v) notice if the occurrence of any breach by Debtor or any event of default under the Agreements;
- (vi) any change in the name, object, capital, ownership or control, or constitution of the Debtor, any other guarantor or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Debtor, the Guarantor, any other guarantor or their assets or any resulting restructuring, compromise, release or discharge of any Obligations;
- (vii) any merger, amalgamation, consolidation or other fundamental change of the Debtor or any other guarantor;
- (viii) any failure of the Guaranteed Party to disclose to the Guarantor any information relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of the Debtor now or hereafter known to the Guaranteed Party and the Guarantor hereby waives any duty of the Guaranteed Party to disclose such information;
- (ix) any defense, set-off or counterclaim (other than a defense of payment or performance) that may at any time be available to, or be asserted by, the Debtor against the Guaranteed Party;
- (x) any other circumstance, act or omission that might vary the risk of the Guarantor or otherwise operate as a defense available to, or a legal or equitable discharge of, the Guarantor.

10. **Waivers of Notice.** The Guarantor waives (i) notice of acceptance of this Guaranty; (ii) notice of the creation or existence of any of the Obligations; (iii) notice of any action by the Guaranteed Party in reliance hereon or in connection herewith; (iv) presentment and demand concerning the liabilities of the Guarantor; (v) any right to require that any action or proceeding be brought against the Debtor or any other person, or to require that the Guaranteed Party seek enforcement of any performance against the Debtor or any other person, prior to any action against the Guarantor under the terms hereof; (vi) notice of the amounts or terms of the Obligations or of any amendments, modifications, renewals, replacements, or extensions thereof; (vii) notice of any extension of time for the payment of sums due and payable to the Guaranteed Party; (viii) with respect to any notes or evidences of indebtedness received by the Guaranteed Party from the Debtor, notice of presentment, demand for payment or notice of protest; (ix) notice of the Guaranteed Party's transfer or disposition of the Obligations, or any part thereof; and (x) notice of acceleration, any dishonor or default by, or disputes with, the Debtor. Except as to applicable statutes of limitation, no delay of the Guaranteed Party in the exercise of, or failure to exercise, any rights hereunder shall operate as a waiver of such rights or a release of the Guarantor from any obligations hereunder. The Guarantor consents and agrees that the Guaranteed Party and the Debtor may, without notice to or consent of the Guarantor, modify the Obligations or any agreement between the Guaranteed Party and the Debtor, without in any way impairing or affecting this Guaranty or releasing or discharging the Guarantor from its obligations hereunder.

11. **Guarantor Acknowledgement.** The Guarantor further acknowledges and agrees as follows:

- (i) The Guarantor hereby unconditionally and irrevocably waives any right to revoke this Guaranty and acknowledges that this Guaranty is continuing in nature, shall guaranty any ultimate balance owing to the Guaranteed Party, and applies to all presently existing and future Obligations, until the complete, irrevocable and indefeasible payment and satisfaction in full of the Obligations.
- (ii) This Guaranty shall continue to apply to all Obligations owing to the Guaranteed Party by any amalgamated corporation resulting from the Debtor amalgamating with one or more other corporations;

- (iii) In the event the Debtor is a partnership, LLC or any other association, this guaranty shall, notwithstanding any change or changes to the name or membership of the Debtor, extend to the person or persons currently and from time to time carry on the business conducted by the Debtor; and
- (iv) The Guarantor has read this Guaranty, understands it and agrees to be bound by its terms and conditions.

12. **Recourse against Debtor.** This Guaranty is a direct guaranty and independent of the obligations of the Debtor to the Guaranteed Party. The Guaranteed Party may, at the Guaranteed Party's option, proceed against the Guarantor and the Debtor, jointly and severally, or against the Guarantor only without having obtained a judgment against the Debtor. The Guaranteed Party is not required to seek or exhaust its recourse against the Debtor, any other guarantor or other person or under any other securities or other guaranties before being entitled to payment from the Guarantor under this Guaranty and the Guarantor renounces all benefits of discussion and division.

13. **No Waiver by Guaranteed Party; Amendments.** No delay on the part of the Guaranteed Party in exercising any of its options, powers or rights, or partial or single exercise thereof, will constitute a waiver thereof. No waiver of any of the Guaranteed Party's rights hereunder, and no modification or amendment of this Guaranty, will be deemed to be made by the Guaranteed Party unless the same will be in writing, duly signed by the Guaranteed Party and the Guarantor, and each such waiver, if any, will apply only with respect to the specific instance involved, and will in no way impair the rights of the Guaranteed Party or the liabilities of the Guarantor to the Guaranteed Party in any other respect at any other time.

14. **Settlement of Accounts.** Any account settled or stated between the Guaranteed Party and the Debtor, or if any such account has not been so stated or settled prior to any demand for payment, any account stated by the Guaranteed Party, will be accepted by the Guarantor as *prima facie* evidence, subject to manifest error, that the amount thereby appearing due by the Debtor to the Guaranteed Party is so due.

15. **Assignment and Postponement.** All present and future indebtedness, liability and obligations of the Debtor to the Guarantor (collectively, the "**Assigned Obligations**") is hereby assigned by the Guarantor to the Guaranteed Party and, following a default in the payment or performance of any Obligation, postponed to the Obligations. Any moneys or other property received by the Guarantor in respect of the Assigned Obligations following a default in the payment or performance of any Obligation will be received in trust for, and will be paid over to, the Guaranteed Party. Any moneys received by the Guaranteed Party pursuant to this section, including moneys derived from instruments and any other property, may be applied against any Obligations or held by the Guaranteed Party as continuing security for the liability of the Guarantor or released to the Guarantor, all as the Guaranteed Party may see fit and without prejudicing or in any way discharging or diminishing the liability of the Guarantor. In the event that the further liability of the Guarantor is terminated, the provisions of this Guaranty relating to the assignment and postponement of the Assigned Obligations shall continue in full force and effect until the Obligations have been satisfied in full.

16. **Set-off by Guarantor.** All payments to be made by the Guarantor hereunder will be made without set-off or counterclaim and without deduction, withholdings, restrictions or conditions of any nature whatsoever, unless and to the extent that the Guarantor shall be prohibited by law from doing so, in which case the Guarantor shall pay to the Guaranteed Party such additional amount as shall be necessary to ensure that the Guaranteed Party receives the full amount it would have received if no such deduction, withholding, restriction or condition had been made.

17. **Governing Law; Attornment.** This Guaranty will be governed by and construed in accordance with the laws of the States of New York and the laws of the United States applicable therein, without giving effect to the conflict of law principles thereof. Without prejudice to the ability of the Guaranteed Party to enforce this Guaranty in any other proper jurisdiction, the Guarantor irrevocably submits and attorns to the non-exclusive jurisdiction of any state or federal courts of competent jurisdiction sitting within the area comprising the Southern

District of New York for the purposes of this Guaranty. To the extent legally permitted, each of the Guarantor and the Guaranteed Party waives any right it may have to, or to apply for, trial by jury in connection with any matter, action, proceeding, claim or counterclaim arising out of or relating to this Guaranty.

18. **Successors and Assigns.** The provisions of this Guaranty will be binding upon and enure to the benefit of the Guaranteed Party and its successors and assigns, and shall be binding upon the Guarantor and his or her heirs, executors, liquidators, administrators, personal representatives and assigns. The Guarantor may not, without the prior written consent of the Guaranteed Party, assign any of his or her rights, powers or obligations hereunder. The Guaranteed Party may assign this Guaranty and its rights hereunder without the consent of the Guarantor. Any purported assignment in violation of this Section shall be null and void. This Guaranty shall not be discharged or affected by the death or disability of the Guarantor, or any of them if more than one.

19. **Cumulative Rights.** The rights and remedies of the Guaranteed Party under this Guaranty are cumulative and are in addition to and not in substitution for any other rights and remedies available at law, in equity or otherwise.

20. **Time.** Time will be of the essence in this Guaranty.

21. **Severability.** Wherever possible, any provision in this Guaranty which is held invalid or unenforceable by a court of competent jurisdiction from which no further appeal has or is taken shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Guaranty, and any such invalidity or unenforceability in any one jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

22. **Notice.** All notices, demands, requests, offers, consents and other instruments and communications (collectively, "Notice") to be made or given pursuant to this Guaranty will be in writing and delivered personally or by mail or by transmittal by telecopier or other electronic means of communication addressed to the respective parties as follows:

If to Guaranteed Party:

United Liquid Gas Company Inc. dba United Pacific Energy

Attention: Jacqueline Chang

Email:jchang@superiorplus.com

Fax No.:(403)283 6589

If to Guarantor:

Name:.....

Address:.....

Email:.....

Fax No.:.....

or to such other address or telecopy number as any party may from time to time notify the other in accordance with this Section 22. Notice given by personal delivery or mail shall be effective upon actual receipt. Notice given by facsimile shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next business day after receipt if not received during the recipient's normal business hours.

23. **Independent Legal Advice.** The Guarantor (i) has received independent legal advice ("ILA") from his or her own lawyer at his or her own cost with respect to the terms of this Guaranty before its execution; or (ii) has been given the opportunity and encouraged to receive ILA, but has declined to do so (in his or her sole discretion). The Guarantor has read this Guaranty, understands it and agrees to be bound by its terms and conditions.

24. **No Contra Proferentem.** This Guaranty has been reviewed by professional advisors of the Guarantor and Guaranteed Party and revised during negotiations. Each party acknowledges that this Guaranty is the product of their joint efforts, that it expresses their agreement, and that, if there is any ambiguity in any of its provisions, that provision should not be interpreted in favor of either one of them.

25. **Entire Agreement.** This Guaranty embodies the entire agreement and understanding between Guarantor and the Guaranteed Party and supersedes all prior and contemporaneous agreements, representations, warranties and understandings, both oral and written, relating to the subject matter of this Guaranty. This agreement is in addition and without prejudice to any security of any kind (including, without limitation, any guarantees, whether or not in the same form as this agreement) held by the Guaranteed Party.

26. **Electronic Signature.** A signed copy of this Guaranty delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Guarantee.

27. **IN WITNESS WHEREOF,** The Guarantor has executed this Guaranty as of the date first written above.

SIGNED, SEALED AND DELIVERED)

in the presence of:)

)

)

By:

Witness)

Print Name:

Print Name:)