

AmeriPacific

1509 E. Mc Fadden Ave. Santa Ana, CA 92705-4307 USA
TEL/FAX: +1(714) 648-0888 info@ameripacific.com Website: www.ameripacific.com

TRADE CREDIT APPLICATION

For the purpose of obtaining trade credit from AmeriPacific Industrial Corporation, a California Corporation and/or AmeriPacific International; together herein referred as ("API"), in connection with goods purchased by the undersigned applicant (the "Applicant") from API, the Applicant provides the following information to API, which the Applicant certifies as true and accurate in all respects. The Applicant agrees to immediately notify API in writing of any changes to the information provided by the Applicant herein.

API may determine to terminate the extension of trade credit to Applicant at any time, in its sole and complete discretion.

All invoices not paid within 30 days from the Payment Term specified on API's Invoice are subject to interest at the rate of one and one-half percent (1.5%) per month, retroactive to the date of invoice. In the event of any legal action or legal proceeding brought in connection with any amount due to API from Applicant, the prevailing party shall be entitled to receive from the other party, in addition to any relief that may be granted, the reasonable attorneys' fees and costs (including, but not limited to, court costs, filing fees, and expert fees, among other costs) incurred in the action or proceeding by the prevailing party, along with any reasonable attorneys' fees and costs incurred to collect any amount awarded in connection with any such action or proceeding.

If the Applicant is a limited partnership, corporation or limited liability company, API may require one or more individuals that own or are affiliated with the Applicant to sign a Personal Guaranty, in the form set forth in this Application. Any such guarantor agrees that he or she will be personally and individually liable for any indebtedness owed by the Applicant to API.

LEGAL NAME OF APPLICANT: _____ TELEPHONE _____

ADDRESS: _____ FAX _____

CITY: _____ STATE: _____ ZIPCODE: _____

FICTITIOUS BUSINESS NAME OF APPLICANT, IF ANY: _____

TYPE OF ENTITY:

CORPORATION RESALE #: _____
 LIMITED LIABILITY COMPANY FEDERAL TAX I.D. #: _____
 LIMITED PARTNERSHIP
 PARTNERSHIP BUSINESS START DATE: _____
 SOLE PROPRIETORSHIP

Information concerning all officers, partners or proprietors:

Name (title) _____ Social Security #: _____

Home address _____ (Rent/Own) _____ Driver's License #: _____

City _____ State _____ Zip Code _____ Home Telephone _____

Name: (title) _____ Social Security #: _____

Home address _____ (Rent/Own) _____ Driver's License #: _____

City _____ State _____ Zip Code _____ Home Telephone _____

(Please list all and any other Members/Officers on a separate sheet of paper with the same information above.)

BANK REFERENCES OF APPLICANT:

Name: _____ Account #: _____ Telephone #: _____ Contact Person: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Name: _____ Account #: _____ Telephone #: _____ Contact Person: _____

Address: _____ City: _____ State: _____ Zip Code: _____

(Please list all and any other banks your company uses for business.)

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TRADE REFERENCES OF APPLICANT: (please list three (3) minimum)

Name: _____ Contact Person: _____ Telephone #: _____
Address: _____ City: _____ State: _____ Zip Code _____

Name: _____ Contact Person: _____ Telephone #: _____
Address: _____ City: _____ State: _____ Zip Code _____

Name: _____ Contact Person: _____ Telephone #: _____
Address: _____ City: _____ State: _____ Zip Code _____

Name: _____ Contact Person: _____ Telephone #: _____
Address: _____ City: _____ State: _____ Zip Code _____

Name: _____ Contact Person: _____ Telephone #: _____
Address: _____ City: _____ State: _____ Zip Code _____

Applicant authorizes API or its agent to obtain credit reports for the purpose of establishing, maintaining or enforcing a credit relationship. Upon approval of credit, Applicant agrees to pay API according to the terms granted herein and in separate terms and conditions provided by API, if any. The terms and conditions set forth in this Application set forth the entirety of the understanding of API and Applicant with respect to the matters set forth herein, except as the same may be modified in a separate writing mutually signed on behalf of API and Applicant. The person signing this Applicant on behalf of Applicant has read and fully understands the terms and conditions set forth in this Application.

Applicant agrees to the terms and conditions set forth in this Application and verify that the information provided is true and correct in all respects.

Applicant: _____

Signed by Name _____ Title _____

Signature _____ Date _____

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PERSONAL GUARANTY

For good and valuable consideration, receipt of which is acknowledged, the within Personal Guaranty is made for the benefit of, and to obtain trade credit for Applicant (as defined in the above Application) from, Geo Erosion Resources., a California Limited Partnership ("GER"). The undersigned (the "Guarantor") hereby guarantees, on a joint and several basis along with any other guarantors of the obligations guaranteed herein, the performance of all obligations of Applicant to GER, including, but not limited to, payment of all present and future indebtedness of Applicant to GER, whether secured or unsecured and regardless of how the indebtedness is incurred and regardless of prior notice, demand or pursuit of remedies against Applicant.

This Personal Guaranty shall continue in effect until such time, if ever, as Guarantor has delivered written notice of the termination of this Personal Guaranty; provided, however, that any such termination shall not alter any obligation of Guarantor arising hereunder prior to receipt of such written notice.

Guarantor hereby authorizes GER or its agent to investigate Guarantor's credit and authorizes any bank, mortgage lender or landlord, credit reference or any other party to release information to GER or its agent for such purpose, without liability to Guarantor for any such disclosure. Guarantor agrees to pay reasonable attorney's fees and cost of collection and interest at the maximum legal rate in the event of any default under this obligation.

The obligations hereunder are independent of the obligations of Applicant to GER, and a separate action or actions may be brought and prosecuted against Guarantor, irrespective of whether Applicant be joined in any such action or actions.

Guarantor authorizes GER, without notice or demand and without affecting Guarantor's liability hereunder, from time to time to renew, compromise, extend, or to otherwise change the time for payment of, or otherwise change the terms of the obligations due to GER by Applicant or any part thereof.

Guarantor waives all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, and notices of acceptance of this Personal Guaranty. GER may enforce this Personal Guaranty prior to exercising, or in addition to exercising, any and all rights which GER may have against Applicant under the terms of the Application (for trade credit) or any other document or agreement entered into between Applicant and GER.

All notices or other communications required or permitted by this Personal Guaranty or by law to be given by any party hereto shall be in writing. All such notices and communications shall be deemed duly served and given to the other party: when delivered by hand, if personally delivered; when receipt is acknowledged, if faxed; and five (5) calendar days after mailed, if sent by registered or certified mail with return receipt. For purposes hereof, notices and other communications hereunder shall be directed to the parties hereto at the following addresses:

If to Guarantor:

If to AmeriPacific Industrial Corporation:

1509 E. McFadden Ave.
Santa Ana, CA 92705

Attention: James Wang

Any party hereto may change his, her or its address for the purpose of receiving notices and other communications as herein provided by a written notice given in the manner aforesaid to the other party or parties hereto.

This Personal Guaranty shall, in all respects, be construed, interpreted and enforced in accordance with and governed by the internal substantive laws of the State of California applicable to agreements executed and to be wholly performed within the State of California, without regard to choice of law rules thereof. Proper venue for any litigation concerning this Personal Guaranty shall be in Orange County, California. Each party hereto submits to the in personam jurisdiction of the State of California for purposes of any such litigation.

Any provision in this Personal Guaranty that is illegal, invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such illegality, invalidity or unenforceability without invalidating the remaining provisions hereof or affecting the legality, validity or enforceability of such provision in any other jurisdiction. The parties hereto agree to negotiate in good faith to replace any illegal, invalid or unenforceable provision of this Personal Guaranty with a legal, valid and enforceable provision that, to the extent possible, will preserve the economic bargain of this Personal Guaranty, or otherwise to amend this Personal Guaranty, including the provision relating to choice of law, to achieve such result.

No amendment, change or modification of this Personal Guaranty shall be valid unless in writing and signed by all of the parties hereto. Time is of the essence of this Personal Guaranty and all of the terms, provisions, covenants and conditions hereof.

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If any action or proceeding arising out of or relating to this Personal Guaranty is commenced by any party to this Personal Guaranty, the prevailing party shall be entitled to receive from the other party, in addition to any relief that may be granted, the reasonable attorneys' fees and costs (including, but not limited to, court costs, filing fees, and expert fees, among other costs) incurred in the action or proceeding by the prevailing party, along with any reasonable attorneys' fees and costs incurred to collect any amount awarded in connection with any such action or proceeding.

This Personal Guaranty shall constitute the entire agreement of GER and Guarantor with respect to the subject matter hereof, and no representation, understanding, promise or condition concerning the subject matter hereof shall be binding upon GER unless expressed herein.

IN WITNESS WHEREOF, the parties hereto have executed this Personal Guaranty the day and year first above written.

"GUARANTOR"

Name _____ Social Security # _____

Signature _____ Date _____

Name _____ Social Security # _____

Signature _____ Date _____

Name _____ Social Security # _____

Signature _____ Date _____

AmeriPacific Industrial Corporation
a California Corporation

By: _____
James Wang, President