



APPLICATION FOR COMMERCIAL CREDIT AND AGREEMENT

Valley Oil Company
P.O. Box 1655
Mtn. View, CA 94042
Phone: (650) 967-2253
Fax: (650) 967-3584

BUSINESS DATA

Date: _____ Federal Tax ID #: _____
Legal Company Name: _____ DBA: _____
Billing Address: _____
Street City State Zip
Mailing Address: _____
Street City State Zip
Business Phone: _____ Cell Phone: _____ Fax: _____
E-mail: _____ Type of Organization: Sole Proprietorship Partnership Corporation LLC
Type of Business: _____ # of Employees: _____ # of Years in Business: _____
Accounts Payable Contact: _____ Phone: _____ Email: _____

OWNERSHIP INFORMATION

List Owner(s) Partner(s) Shareholders Names (Attach additional sheet if necessary):
Owner 1: _____ SSN #: _____ Title: _____
Home Address: _____
Street City State Zip
Home Phone: _____ Driver's Lic. #: _____ Birth Date: _____
Owner 2: _____ SSN #: _____ Title: _____
Home Address: _____
Street City State Zip
Home Phone: _____ Driver's Lic. #: _____ Birth Date: _____

BANK REFERENCE

Bank Name: _____ Contact: _____ Phone: _____
Checking Acct #: _____ Saving Acct #: _____ City: _____ State: _____

MAJOR TRADE REFERENCES (EXCLUDING CREDIT CARDS)

Company Name: _____ Phone: _____ Fax: _____
Company Name: _____ Phone: _____ Fax: _____
Company Name: _____ Phone: _____ Fax: _____

Current Fuel Supplier: _____ Phone: _____ Fax: _____

CARDLOCK INFORMATION

Anticipated Monthly Fuel Usage (in Gallons): Diesel: _____ Gasoline: _____
of Drivers: _____ # of Cards Needed: _____
Person to Contact Regarding Cards: _____ Phone: _____

AGREEMENT TO PAY CHARGES

Cardlock Accounts:

In consideration of the opening of a Delivered Fuels, Mobile Fueling, Cardlock account or receiving any fuel cards, the undersigned hereafter referred to as "Customer," agrees to the following terms in all credit transactions with Valley Oil Company unless otherwise agreed to in writing by authorized Company officers. Customer represents warrants and acknowledges that credit extended by Valley Oil Company will be for business purposes and not for personal, consumer or household purposes. By using Cardlock cards, Customer hereby accepts the obligation and responsibility for full payment for all fuel registered through the Commercial Fueling Systems account number(s) assigned to the Customer by Valley Oil Company. Customer agrees that any liability arising from the use, misuse, unauthorized use, loss or theft of any one or more of the cards shall be fully borne, assumed and paid by the Customer. It is further agreed that the Customer will be responsible for all charges, including unauthorized charges, until the Customer notifies Valley Oil Company in writing to disable cards. Notice may be given orally but must be confirmed in writing within 24 hours by registered or certified mail. Such notice must include the card number. Customer agrees to pay for all products delivered through the Commercial Fueling System prior to such written notice. Customer acknowledges that Security Profiles for automating hard and soft card-use restrictions where applicable, including hours, days of the week and number of gallons, have been explained in detail and understand the risks if the Security Profiles are not used. Hard controls are not available at all sites. Customer certifies that all employees and/or agents using a card issued in the name of Customer will be taught proper safety regulations to ensure safe operation at all fueling locations. Customer and Guarantors will indemnify and hold Valley Oil Company, its officers, directors, landlords, tenants and agents harmless from any liability, claims and costs, including but not limited to those for bodily injury and property damage that may be caused in whole or in part by the use of the access cards by the Customer or those using the access cards delivered to the Customer hereunder.

All debts and other obligations of any kind, regardless of credit limit requested or extended, are subject to the terms and conditions of this agreement. Written notification must be served on and received by Valley Oil Company should applicant or guarantor wish to limit product deliveries. Applicant's or guarantor's obligations under this agreement shall remain in full force and effect for all indebtedness incurred prior to such written notice. The Customer further agrees that Valley Oil Company may assess a late fee of 1.5% per month (18% annual rate) on all balances over 30 days at the end of each month; a handling charge of \$25 for each returned check, EFT or credit card charge; and all collection costs and legal fees, which will be paid at our office in Mountain View, California. Customer agrees to review all invoices and statements provided by Valley Oil Company, and to notify Valley Oil Company not later than 15 calendar days after the date of each invoice of any errors or disputes with respect to transactions and other information reflected therein. After 15 calendar days, each such statement and the transaction therein shall be binding on Customer.

I warrant the preceding information to be true, correct and complete and I authorize the references listed on this application to release to Valley Oil Company information related to applicant's accounts. I authorize Valley Oil Company to secure information regarding applicant's or guarantor's credit history from any commercial or consumer reporting agency or trade organization and authorize the release of information regarding applicant's account with Valley Oil Company to such agencies. All applications are processed, payments are received and posted, and records maintained at Valley Oil Company's Mountain View, California office. The obligation of Customer(s) and Guarantor(s) to make payment is to be performed by payment at Valley Oil Company's California office. Any action to enforce the agreement shall be maintained in the proper court located in Mountain View, California. It is also understood and agreed that any Cardlock cards issued are solely for the business of the Customer as an accommodation to Customer.

SIGNATURE

PRINTED NAME

TITLE

DATE

CONTINUING PERSONAL GUARANTEE

Person(s) signing Personal Guarantee: The undersigned individually, jointly and severally unconditionally guarantees to Valley Oil Company due and punctual payment performance, and discharge of all debts, obligations, and liabilities, as may now exist and as may hereafter arise, and agree to be bound by all of the terms and conditions described in this application, including but not limited to the provisions of the Credit Agreement. Any payment by Guarantor will be made to Valley Oil Company at Valley Oil Company's offices located in Mountain View, California. A separate action or actions may be brought and prosecuted against the undersigned whether action is brought against the company or whether the company be joined in any such action or actions; and the undersigned waive the benefit of any statute of limitations affecting their liability hereunder or the enforcement thereof. This is a continuing guaranty and shall remain in full force and effect until such times as written notice of actual revocation is received by Valley Oil Company at its principal offices, but any such revocation shall apply only from the date of receipt and not to any charges or claims prior to such date.

GUARANTOR'S SIGNATURE

PRINTED NAME

TITLE

DATE

GUARANTOR'S SIGNATURE

PRINTED NAME

TITLE

DATE



Since 1947

CREDIT CARD AUTHORIZATION FORM

VISA

Master Card

AMEX

Account Number: _____

Account Name: _____

Credit Card Information

Credit Card Number: _____

Expiration Date: _____

CVV Security Code: _____

Name (as appears on the card): _____

Billing Address (on your statement): _____

City, State & Zip Code: _____

Email Address (for receipt): _____

Phone Number: _____

Fax Number: _____

All information provided is accurate and complete. I hereby authorize Valley Oil Company to charge the above credit card.

Authorized Signature (as appears on the card): _____

Payment Information

Invoice Number / Amount: _____ / _____

_____ / _____

_____ / _____

_____ / _____

_____ / _____

_____ / _____

Total Amount to be Charged: \$ _____

OR

Keep on File for Reoccurring Charge(s): Initial: _____



785 Yuba Drive
Mountain View, CA 94042
650-967-2253

ACH Recurring Payment Authorization Form

Schedule your payment to be automatically deducted from your checking or savings account. Just complete and sign this form to get started!

Recurring Payments Will Make Your Life Easier:

- It's convenient (saving you time and postage)
- Your payment is always on time (even if you're out of town), eliminating late charges

Here's How Recurring Payments Work:

You authorize regularly scheduled charges to your checking or savings account. You will be charged the amount indicated below each billing period. A receipt for each payment will be emailed to you and the charge will appear on your bank statement as an "ACH Debit."

Please complete the information below:

I _____ (full name) authorize Valley Oil Company to charge my bank account

Billing Address _____

Phone# _____

City, State, Zip _____

Email _____

Account Type: Checking Savings

Name on Acct _____

Bank Name _____

Account Number _____

Bank Routing # _____

Bank City/State _____

Routing Number Account Number

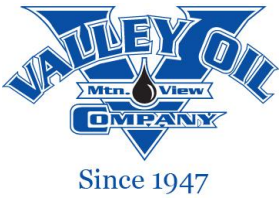
222222222 : 000 111 555 1022

VOIDED CHECK REQUESTED

SIGNATURE _____

DATE _____

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify Valley Oil Company in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted periodic payment dates fall on a weekend or holiday, I understand that the payment may be executed on the prior business day. I understand that because this is an electronic transaction, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non Sufficient Funds (NSF) I understand that Valley Oil Company may at its discretion attempt to process the charge again within 30 days, and agree to an additional \$50.00 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I agree not to dispute this recurring billing with my bank so long as the transactions correspond to the terms indicated in this authorization form.



Bosco Oil Inc. DBA Valley Oil Company
785 Yuba Dr.
Mtn. View, CA 94041
Phone: 650-967-2253
Fax: 650-967-3584

This form must be completed by all Dyed Diesel Purchasers

**Certificate for Exemption from the Additional State Sales and Use Tax
Imposed Under Sections 6051.8 and 6201.8
www.boe.ca.gov Regulation 1598**

This certificate may be issued by a purchaser whose fuel purchase is **exempt from the diesel fuel taxes** imposed under section 60050 and not subject to the backup tax imposed under section 60058 or the payment requirement specified in section 60108 of the Revenue and Taxation Code. This certificate may be issued by a purchaser whose fuel purchase is subject to the payment requirement specified in section 60502.2 of the Revenue and Taxation Code.

This certificate entitles the seller to exclude the sale amount from the measure of sales subject to the additional state sales and use tax imposed on sales and purchases of diesel fuel under sections 6051.8 and 6201.8 of the Revenue and Taxation Code.

I HEREBY CERTIFY:

That the purchase of diesel from Valley Oil Company

is exempt from diesel fuel taxes (e.g., exempt train operators or **exempt off-highway use**).

The purchase is not subject to the additional state sales and use tax because it is exempt from the diesel fuel taxes imposed under Revenue and Taxation Code section 60050 and not subject to the backup tax imposed by section 60058 or the payment requirement specified in section 60108.

OR

is purchased by an exempt bus operator.

The purchase is not subject to the additional state sales and use tax because it is subject to the payment requirement specified in Revenue and Taxation Code section 60502.2.

In the event the diesel fuel is not used in a manner which entitles me to an exemption from the additional state sales and use tax, it is understood that I am required by the Sales and Use Tax Law to report and pay the additional sales tax imposed by Revenue and Taxation Code section 6051.8 on the sales price of the diesel fuel to me, with applicable interest, as if I were a retailer making a retail sale of the diesel fuel at the time the fuel is so used. This certificate is valid until revoked in writing by the purchaser.

Purchaser:

(Company Name)

(Address)

(Phone Number)

(Signature)

(Title)

(Date)

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
BOSCO OIL INC

2 Business name/disregarded entity name, if different from above
DBA VALLEY OIL COMPANY

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO BOX 1655

6 City, state, and ZIP code
MOUNTAIN VIEW, CA 94042

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

				-				
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or

Employer identification number

9	4	-	2	4	4	3	4	1	4
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Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ 

Date ▶ 09/08/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.