



APPLICATION FOR COMMERCIAL CREDIT
AND AGREEMENT

Valley Oil Company
PO Box 1655
Mountain View, CA 94042
p: (650) 967-2253
f: (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
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 #: _____ Savings 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 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 understands 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 wishes 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

CONTINUING PERSONAL GUARANTEE

Person(s) signing Personal Guarantee: The undersigned individually, jointly and severably 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, CA. 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 waives 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

DATE

GUARANTOR'S SIGNATURE

PRINTED NAME

DATE

ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION AGREEMENT

We hereby authorize Valley Oil Company and other subsidiary companies to initiate debit entries to my (our) account indicated below and the depository named below (hereinafter called "Depository").

DEPOSITORY

BANK NAME: _____

PHONE: _____

BANK ACCOUNT #: _____

ABA #: _____

This EFT agreement is to remain in full force and effect until the Valley Oil Company Depository has received written notification from me (us) in such time and manner as to afford Valley Oil Company Depository a reasonable opportunity to act on the notification. This agreement allows Valley Oil Company to charge debits to this account at frequent intervals for varying amounts.

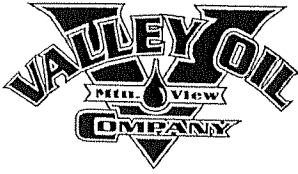
COMPANY NAME: _____ CONTACT: _____

PHONE: _____ FAX: _____ E-MAIL: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

BILLING CONTACT NAME: _____ PHONE: _____ E-MAIL: _____

*** PLEASE ATTACH VOIDED CHECK ***



CREDIT CARD AUTO-PAY AUTHORIZATION FORM

Valley Oil Company - PO Box 1655, Mountain View, CA 94042
p: (650)967-2253 f: (650)967-3584

For your convenience, we accept American Express, MasterCard, Visa, and Discover Card for payment here at Valley Oil Company. To authorize using your credit card with us, please complete this form below and attach with your credit application to the attention of Valley Oil Accounting Department.

We offer **Auto-Payment** to our customers who prefer to pay monthly by credit card. If you would like to participate in this, please just complete this form.

On the first business day after the close of each month, we will charge your account balance against the credit card you specify. Your credit card information is kept in a secure file and will be used unless you notify us of a change. It is *your responsibility* to notify us when the card number and/or expiration date changes. If there is a problem with processing your payment, we will notify you immediately.

Should you have any questions regarding this service, please feel free to contact Accounting.

For Cardlock Accounts Only:

We offer an **Auto-Payment Plan** to our clients who prefer to pay **bi-monthly** by credit card.

On the first business day after the close of each billing cycle, we will charge your account balance against the credit card you specify.

VISA Master Card AMEX Discover

Account number: _____

Account name: _____

Credit Card Information

Credit card number: _____

Expiration date: _____

CVV2 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): _____