



www.scfuels.com

Southern Counties Oil Co., a California Limited Partnership
 Corporate Office • 1800 West Katella Avenue, Suite 400, Orange, CA 92867 • (888) 723-8357
 Truck & Trailer (800)966-7140 • Fax (714) 922-7260
 Bobtail, Wethose, Lubricants • (888) 927-5833 • Fax (714) 922-7260
 Modesto Office • 1401 F Street, Suites 100-300, Modesto, CA 95354 • (800) 399-4176 • Fax (209) 556-5005
 Cardlock Fuels System, Inc. • 526 West Milling Street, Lancaster, CA 93534 • (800) 441-1215 • Fax (714) 922-7300
 All the companies are referred to herein as "SC Fuels"

BUSINESS INFORMATION

The undersigned ("Customer") states that all of the foregoing information is true and correct and requests that SC Fuels extend credit, and/or continue previously extended credit, to Customer in material reliance upon such information. The undersigned provides authorization to release any information necessary toward the processing of an account application with SC Fuels. This information will be kept strictly confidential. The undersigned has read and agrees to the Terms and Conditions (and Additional Cardlock Terms and Conditions if applicable) attached to this agreement and agrees that all of those Terms and Conditions are binding on the Customer. Facsimile and scanned signatures shall have the same force and effect as an original signature.

[X] Signature _____ Date: _____ Federal ID# _____
 AUTHORIZED COMPANY REPRESENTATIVE

Legal Name of Company _____ DBA _____ Years in Business _____

Telephone _____ Fax _____ E-mail _____

Business Address _____ City _____ State _____ Zip _____ How long at this address? _____ Own Lease

Check one: _____ Proprietorship _____ Partnership _____ LLC _____ Corporation _____ Non Profit

_____ Subsidiary of Parent Company Name of Parent _____ Tax Exempt: Yes No

_____ Single Entity (not a subsidiary) Primary Business Activity _____ Dun & Bradstreet #: _____

Has the company ever filed for bankruptcy? Yes No If so, when and what Chapter? _____

BUSINESS BANK INFORMATION

Primary Bank _____ Address _____ City _____ State _____ Zip _____

Bank Contact Person/Phone _____ Fax _____ Account Type and Number _____

CREDIT REFERENCES

Business Name _____ Address _____ City _____ Zip _____ Phone _____ Fax _____

Business Name _____ Address _____ City _____ Zip _____ Phone _____ Fax _____

Business Name _____ Address _____ City _____ Zip _____ Phone _____ Fax _____

OWNER, PRINCIPAL, AND/OR OFFICER OF THE CUSTOMER

Name _____ Position _____ SS # _____

Home Address _____ City/St _____ Zip _____

Home Phone _____ Driver's Lic# _____ Date of Birth _____

Own Rent

Have you ever filed for personal bankruptcy? Yes No

I certify that the information is true and correct. As a principal of the applicant, I authorize and request SC Fuels to obtain and continue to consider my personal credit in conjunction with this application. Facsimile and scanned signatures shall have the same force and effect as an original signature.

[X] Signature _____

Name _____ Position _____ SS # _____

Home Address _____ City/St _____ Zip _____

Home Phone _____ Driver's Lic# _____ Date of Birth _____

Own Rent

Have you ever filed for personal bankruptcy? Yes No

I certify that the information is true and correct. As a principal of the applicant, I authorize and request SC Fuels to obtain and to continue to consider my personal credit in conjunction with this application. Facsimile and scanned signatures shall have the same force and effect as an original signature.

[X] Signature _____

FOR OFFICE USE ONLY SC Fuels Credit Manager, Date	FOR OFFICE USE ONLY Sales Person Name & Code
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TERMS AND CONDITIONS APPLICABLE TO ALL CUSTOMERS

The entity or individual applicant (hereinafter "Customer") agrees to pay all charges when due. In the event said charges are not timely paid, Customer agrees to pay SC Fuels a service charge of 2.0% per month on the unpaid balance for all charges not paid within the due date (or the highest rate allowed by law). This is not interest on a loan or a finance charge but an agreed to service charge for the failure to timely pay for goods and services received.

Customer acknowledges credit limits set by SC Fuels are solely for the benefit of SC Fuels and may be modified at any time by SC Fuels at SC Fuels' sole discretion. Any purchases by Customer in excess of a prior credit limit shall be deemed a waiver of the existing credit limit. Customer acknowledges invoices and statements will provide Customer with actual knowledge of such modifications. Customer agrees to pay for all purchases notwithstanding the credit limit in effect at that time of purchase. Customer represents and warrants that it is a commercial enterprise or a governmental body, and that the account will only be used in the conduct of its business and only for commercial purposes. The fuel and other goods/services purchased will not be made available for personal, family or household purposes.

To secure the payment, Customer grants SC Fuels a purchase money security interest in the products sold under this agreement whether constituting goods, payment intangibles and/or general intangibles, including all accessions to and replacements thereof, and all proceeds of the foregoing. Customer authorizes SC Fuels to file one or more financing statements signed only by SC Fuels without Customer's signature and to use a copy of this agreement as an exhibit to any financing statement. Customer shall execute any additional documents, instruments, financing statements or amendments to perfect or continue the security interest created by this agreement. SC Fuels shall have all of the rights and remedies of a secured party under the Uniform Commercial Code in effect in the state where they reside from time to time, which remedies shall be cumulative and not exclusive.

SC Fuels may, at its option, refuse to permit charges to be incurred on the account. Delivery of product to the facilities or trucks of Customer may be made without obtaining signatures upon delivery. Delivery times are "best efforts" only. SC Fuels will not be responsible for any claims or damages whatsoever for failure to deliver at certain times. Customer and the undersigned certify that the delivery location is unbranded and will immediately notify SC Fuels of any change in writing by certified mail.

The parties agree that, if the account is referred for collection to an attorney, the Customer and the undersigned will pay reasonable attorneys' fees and costs of collection.

The parties agree, notwithstanding applicable conflict of laws, that the laws of the State of California shall apply to interpretation and enforcement of the terms and conditions set forth herein, as well as any other dispute arising out of this agreement, whether based in contract, tort, statute or otherwise. The parties further agree that, because this contract is made and is to be performed in Orange County, CA., if any litigation is commenced to arising out of this agreement, the sole and exclusive venue for resolution of these disputes will be in Orange County, California, in either the California Superior Courts for the County of Orange or the U.S. District Courts for the Central District of California (Southern Division). Customer and undersigned guarantor further agree that they will irrevocably submit to the jurisdiction of this selected venue, which selection is intended to be mandatory, and waive all right to seek venue elsewhere. The parties further covenant and agree, if suit or litigation is filed by either party to this agreement, California retains both *in rem* and *in personam* jurisdiction over both parties and their assets.

This agreement constitutes the final agreement between the parties. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in the Agreement are expressly merged into and superseded by this agreement.

To the maximum extent permitted by the applicable law, SC Fuels' total aggregate liability to Customer for any claim arising out of or in connection with this agreement for breach of contract, breach of warranty, breach of statutory duty or negligence or other tort, whether by virtue of strict liability or otherwise, will not exceed the invoice value of the relevant delivery of Product, if delivered, or if the above breach of Agreement consists of a failure to deliver, the invoice value of the Product had it been delivered and invoiced. TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR LOSS OF PRODUCTION, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF PROFIT, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, OR WASTED EXPENDITURE OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE COST, EXPENSE, LOSS OR DAMAGE OF ANY KIND.

Initial _____

Initial _____

CONTINUING PERSONAL GUARANTY

As a direct and material inducement to one or all of the SC Fuels' companies to grant financial accommodations or otherwise extend credit to Customer, the undersigned (jointly and severally) hereby unconditionally personally guarantees to SC Fuels the payment, when due, of every claim (including but not limited to service charges, reasonable attorneys' fees and costs) of SC Fuels against the Customer. This is a continuing personal guaranty and shall remain in full force until written revocation from the undersigned is actually received by SC Fuels, but such revocation shall be effective only as to claims of SC Fuels that arise out of transactions entered into after its receipt of such notice. SC Fuels shall not be required to first proceed against applicant or enforce any other remedy before proceeding against either of the undersigned. As a continuing personal guaranty, this shall not be discharged by the death of the undersigned and shall bind the heirs, administrators, representatives and assigns and may be enforced by or for the benefit of any successor assignee of SC Fuels. The term of this guaranty shall be for the duration of the agreement, and any addendum thereto, and shall guarantee all obligations that may arise or occur during the term thereof though enforcement shall be sought subsequent to any termination. Notwithstanding the full payment of any claim or receipt of any revocation, this continuing personal guaranty shall remain in full force and effect or be reinstated with respect to claims against the Customer if the Customer files for bankruptcy protection, in any court proceeding an order or judgment is entered compelling SC Fuels to return or refund any amount of payment made with respect to the claims and will not be affected or terminated (by operation of law or otherwise) by any compromise, settlement, release or discharge of the Customers indebtedness, or subsequent addition of other guarantors, unless expressly agreed to in writing. Further, the undersigned agrees to and hereby does, waive any and all right to subrogation against the Customer for monies paid to SC Fuels under this or any other agreement binding the undersigned or the Customer. The undersigned waives all statutory rights available to them as sureties. The undersigned further agrees to pay all reasonable costs, expenses and attorneys' fees incurred in the enforcement of this continuing personal guaranty, or in the enforcement of any obligation as a result of the extension of credit. The jurisdiction and choice of law provisions of the terms and conditions apply to this guaranty. Facsimile and scanned signatures shall have the same force and effect as an original signature. Guarantor acknowledges that any claim made pursuant to this personal guaranty relates to a commercial obligation and is not covered by the FDCA.

Signature _____

Please Print Name _____

Signature _____

Please Print Name _____

ADDITIONAL CARDLOCK TERMS AND CONDITIONS

SC Fuels' access cards ("Card(s)") will be used only by a commercial enterprise or government body in its business, and the fuel obtained will not be available for personal or retail use. This is a commercial transaction and does not constitute consumer credit under any applicable law. Each Card is a "key or card key" under California Civil Code § 1747.02(a) (3). This Card is not a credit card. It is understood that the federal \$50.00 liability limit for credit cards does not apply to the Cards issued on the account. All purchases will be the responsibility of the Customer.

Customer hereby accepts the obligation and responsibility for payment for all charges made with Card(s) issued to Customer. Should any of the Card(s) issued to Customer be lost, stolen or misplaced, Customer shall remain liable for any purchases made with lost or stolen Card(s). This obligation extends until SC Fuels receives proper notice of the lost or stolen Card(s) from Customer, provided this notice includes the Card number for each lost or stolen Card. Customer agrees to, and acknowledges, full liability for the losses resulting from any failure to report unauthorized use of Card(s) in accordance with the terms hereof.

Customer represents that any person using a Card issued in the name of Customer will be taught all safety regulations to ensure safe operation of all fueling sites. SC Fuels shall not be liable for any damage or claims that may result from its failure to provide fuel or the failure of any equipment in any manner whatsoever. Customer covenants to use, and to cause any person using a Card issued to Customer to use, their best efforts to avoid any fuel spills at the sites and to keep the fueling sites neat and clean. Customer and those using the Card(s) delivered to Customer hereunder represent to SC Fuels that those using the fueling sites are aware of the proper use of the fueling sites and Customer and guarantors will indemnify and hold SC Fuels, its officers, directors, shareholders, 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 Card(s) by the Customer or those using the Card(s) delivered to the Customer hereunder.

SC Fuels maintains the absolute right exercisable in its sole discretion to interrupt or terminate use of any and all Card(s) issued to Customer. Any claim for defective fuel or any other claim for defective product(s) is waived by Customer and guarantor unless made within fifteen (15) days from the Customer's purchase of defective fuel or purchase of the product or services giving rise to the claim. In consideration of SC Fuels selling merchandise and services to this Customer, the Customer agrees to SC Fuels payment terms and conditions hereof and as described on SC Fuels billing statement regarding all purchases made by Customer, on Customer's behalf or using Card(s) issued to Customer.

Any disputed charges must be identified by Customer and/or guarantor within ninety (90) days of original invoice date. After ninety (90) days, all charges are conclusively deemed valid. Customer agrees that it shall notify SC Fuels no later than the earlier of (i) forty-eight (48) hours following receipt of the SC Fuels statement including unauthorized use of Card(s) or (ii) upon learning of unauthorized use of Card(s). Without in any manner limiting the full assumption of liability set forth in this paragraph and in this agreement, Customer agrees to and acknowledges full and complete liability for any losses resulting from any unauthorized use prior to notice and for any failure to report unauthorized use of Card(s) in accordance with the terms hereof.

Customer agrees to pay SC Fuels a maintenance fee of \$20.00 per year. In addition, Customer agrees to pay a new account nonrefundable set up charge in the amount of \$25.00. Other fees may apply for mail delivery of invoices.

[X] Initial _____

[X] Initial _____

CUSTOMER FUELING PROFILE

Number of Vehicles	Expected Monthly Fuel Volume	Initial Credit Limit Requested

Please specify the number of Vehicles in fleet per type of fuel Gasoline _____ + Diesel _____ + All Products _____ = Total number of vehicles _____
 Number of vehicles Number of vehicles Number of vehicles

ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION AGREEMENT

We hereby authorize SC Fuels and each of its successors and assigns and other affiliated companies to initiate debit entries to our checking account indicated below and the depository named below (hereinafter called "Depository") to debit the same to such account. This is a binding agreement that may be executed by facsimile.

DEPOSITORY BANK NAME _____ TELEPHONE _____
 BANK ACCOUNT # _____ ABA# (Routing#) _____

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

LEGAL NAME OF COMPANY _____

[X] Signature _____ DATE _____
 AUTHORIZED SIGNER ON THE BANK ACCOUNT

ATTACH VOIDED CHECK

