

TROJAN PETROLEUM, INC.

P.O. Box 2484
Orcutt, CA 93457
Office: 805.922.0461
Fax: 805.925.0291

CREDIT APPLICATION

NAME: _____

ADDRESS (MAILING): _____

ADDRESS (STREET): _____

PHONE: _____ FAX: _____

OFFICE MANAGER OR A/P CONTACT NAME: _____

CONTACT EMAIL: _____

BUSINESS INDUSTRY: _____ DATE ESTABLISHED: _____

TYPE OF BUSINESS: CORP _____ INDIVIDUAL _____ PARTNERSHIP _____ LLC _____

SUPPLIERS' NAMES AND PHONE NUMBERS WITH WHICH YOU HAVE OPEN ACCOUNTS:

1. _____ FAX/EMAIL: _____

2. _____ FAX/EMAIL: _____

3. _____ FAX/EMAIL: _____

4. _____ FAX/EMAIL: _____

BANK NAME: _____ BRANCH _____

ACCOUNT NUMBER(S): _____

CONTRACTOR'S LIC. # _____ CLASS: _____ DESC: _____

Owner's Name: _____ Home Address: _____

Home Phone: _____ Driver's License #: _____ Exp: _____

Nearest Relative: _____ Address/Phone: _____

Officer's Name: _____ Title: _____

Address: _____ Phone: _____

Current Petroleum Supplier: _____ Have you ever filed bankruptcy? YES _____ NO _____

Please Initial _____

ADDITIONAL TERMS AND CONDITIONS

1. The term "Supplier" as used herein specifically refers to Trojan Petroleum, Inc. The term "Purchaser" as used herein specifically means the person(s) signing this Agreement. Purchases will be for vehicles and equipment owned and operated by the Purchaser.
2. Purchaser shall be responsible for all purchases by Purchaser or any other persons using Cardlock cards issued to Purchaser, regardless of whether use by any other person is authorized or fraudulent. The cards issued are to initiate a transaction by Pacific Pride, they are not a credit card.
3. If there is any change in the ownership of Purchaser or if substantially all of the assets of Purchaser are sold, Purchaser shall promptly notify Supplier in writing of such sale and Supplier shall have a lien on all the assets of Purchaser and a lien on the proceeds of such sale to secure payment of all outstanding sums owing to Supplier. Purchaser hereby irrevocably appoints Supplier as its attorney in fact to execute any documents required to create and enforce said lien.
4. Purchaser represents that it and any person using the cardlock cards delivered to Purchaser are and shall be aware of the proper use of the cardlock system and shall use safe practices in compliance with the regulations of the local Fire Code in the handling of fuels dispensed from the cardlock system. The Purchaser agrees to indemnify and hold Supplier harmless from any claims and costs including, but not expressly limited to, those for bodily injury and property damage which may be occasioned by the negligence or misuses of the cardlock system by the Purchaser or any person using cardlock cards delivered to the Purchaser hereunder.
5. Supplier shall use its best efforts to maintain the cardlock system in good working order and condition at its expense provided however, Supplier shall not be responsible for any damage or loss which may result from its failure to provide fuel or the failure of the Cardlock system in any manner whatsoever. Purchaser agrees that it and any person using the cardlock cards delivered to the Purchaser shall promptly notify Supplier of any malfunctioning of the cardlock system of which Purchaser is aware.
6. Purchaser's right to purchase fuel through the cardlock system may be terminated immediately upon any breach of any of the terms hereof or of any other agreement with Supplier. Upon termination, Purchaser agrees to immediately surrender to Supplier all cardlock cards issued to Purchaser and to immediately pay all outstanding sums owing to Supplier. Supplier shall refund any deposit to Purchaser, if applicable, when all cards are returned and all amounts owing to Supplier are paid in full.
7. In the event of any breach of any of the terms of this agreement or any other agreement between Purchaser and Supplier, including but expressly not limited to the failure to pay sums owing to Supplier when due, then in addition to any other sums due or payable to Supplier by Purchaser, Purchaser agrees to pay the reasonable attorney fees and costs, including but not limited to expert witness fees, incurred by Supplier in the enforcement of Supplier's rights even though no suit or action is filed and if suit or action is filed to enforce the rights of the Supplier then such further sum as the court may adjudge reasonable as attorney fees at trial or on appeal of such suit or action in addition to all other sums provided by law.
8. In the event that any legal action is required to collect on this account, or for any reason for any interaction between the parties, the exclusive venue for said action shall be the State of California, Superior Court of Santa Barbara County, Santa Maria Branch, Cook Street Division.
9. All the terms and conditions of this Agreement and Guaranty are intended to cover Purchaser's branch accounts, whether set up now or in the future.
10. This Agreement is governed by and shall be construed according to the laws of the State of California. This Agreement can only be modified in writing signed by both parties and is an integrated document that contains all the terms of the Agreements. This Agreement supersedes any prior and contemporaneous oral Agreements.
11. A \$40.00 handling fee may be charged for all checks returned from the bank for any reason.
12. When ordering and utilizing the Pride Advantage card in the retail environment, restrictions placed on the card may or may not be applicable and other miscellaneous charges may apply. I further understand that I am being issued a fuel access card not a credit card and therefore I am responsible for any and all fuel purchases.

Please Initial _____

AGREEMENT AND GUARANTY

As an inducement to grant credit, the undersigned warrants that the information submitted in this application is true and correct. I/we certify that they are true and authorize you to make an investigation which may include but is not limited to obtaining credit reports. THIS AGREEMENT INCLUDES ALL THE TERMS AND CONDITIONS ON THIS APPLICATION. Any misrepresentation in this application will be considered evidence of fraud, since this information is the basis for the extension of credit. Trojan Petroleum, Inc. is authorized to contact the credit references and principals listed in evaluating the request for credit, including any bank references. PAYMENT IS DUE WITHIN FULL WITHIN 15 DAYS OF INVOICE DATE. The undersigned represents that he/she has the authority to execute this Credit Application and Agreement, and has READ, UNDERSTOOD AND AGREES TO THE TERMS AND CONDITIONS STATED ABOVE.

In consideration of the extension of credit by Trojan Petroleum, Inc., the undersigned understands that we do not offer revolving credit and agrees to the following:

1. To pay the balance of the account in full, on or before the due date noted on the invoice, payment will be due within 15 days of invoice date.
2. To pay late charges of 1 ½ % (\$1.00 minimum) per month, on any delinquent balance;
3. If legal action is initiated to enforce payment, or any legal assistance is sought by Trojan Petroleum, Inc to pay Trojan Petroleum, Inc's reasonable attorney's fees and costs. The venue of said action shall be the Superior Court of Santa Barbara County, Santa Maria Branch, Cook Street Division.
4. The additional terms considering cardlock use attached on page 2, are part of this agreement and are specifically read, understood and agreed to.

Notwithstanding that this account is established in the name of a company or entity, the person signing this Agreement as an officer or owner of the firm personally guarantees payment of the account. I have made the above statements for the purpose of obtaining credit. I certify they are true and authorize Trojan Petroleum, Inc. to conduct such credit inquiries or investigations on company, or on any personal or corporate guarantors of this agreement, from the date of this agreement until written notice of revocation of this authority is provided by the undersigned to Trojan Petroleum, Inc.

Please read before signing agreement. Any agreement not signed will not be processed. Must be signed by owner or officer of firm.

*****PAYMENT IS DUE IN FULL WITHIN 15 DAYS OF INVOICE DATE*****

DATE: _____ SIGNATURE: _____

TITLE: _____ PRINTED NAME: _____

SOCIAL SECURITY #: _____

FEDERAL ID #: _____