

In this Application, "Applicant" means the business entity applying for credit with Cosby Oil Company Inc..

Company Information

| | | | | |
|--|--|-------------------|-------|------------------|
| Legal business name | | Duns # | | |
| Address | | City | State | Zip |
| Phone () | | Email | | Fax () |
| Check one <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> LLC | | Years in business | | Federal tax id # |

Profile Information

| | | |
|--------------------|---------------------------|---------------------------------|
| Monthly fuel usage | Estimated monthly volume: | Monthly credit line desired: \$ |
| Number of vehicles | Diesel: | Gas: |

Customer Contacts

Customize who gets what for your C NRG Fleet account.
Check all options that apply for each person.

| | | Invoice Format | | Drafts notice | E-receipts |
|------|-------|--------------------------|--------------------------|--------------------------|--------------------------|
| Name | Email | PDF | Excel | | |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

EFT / ACH Authorization

We hereby authorize Cosby and its affiliates, successors and assigns to initiate debit entries to my (our) checking account indicated below, and authorize and direct the depository named below ("Depository") to debit the same to such account ("EFT"). This is a binding agreement that may be executed by electronic signature, facsimile or other electronic means. This EFT agreement shall remain in full force and effect until Cosby has received written notification from me (us) in such time and manner as to afford Cosby and Depository a reasonable opportunity to act on the notification. This agreement allows Cosby Oil Company to charge debits to this account at frequent intervals for varying amounts. Please attach a voided check, if possible.

| | |
|---|------------|
| Customer or business name | |
| Signature of authorized representative | |
| Printed name of authorized representative | |
| Title | Date |
| Bank name | Bank phone |
| Name on bank account | |
| Account # | Routing # |

Credit Terms and Conditions

- I) In consideration of the opening of a Fuel Management System account with Cosby Oil Company, Inc. ("SUPPLIER") and Applicant ("USER") agrees to the following terms and conditions which will apply in all credit transactions with SUPPLIER:
- II) User agrees to pay SUPPLIER's Fuel Management System fees set forth in this agreement in accordance with the following terms:
- a) Payment will be due on demand, and if no demand is made, then net (10) days from the date of the invoice. Invoices will be issued weekly (for Voyager transactions) or 3 times monthly (for CFN transactions). Payment of each invoice will be according to the terms and due dates showing on the invoice. All payments are due and payable at our office in Santa Fe Springs, CA.
 - b) A service charge equal to 1.5% per month (18% annual rate), or the maximum rate allowed by law, whichever is lesser, will be charged against all past due amounts.
 - c) A service charge of thirty-five dollars (\$35.00) will be charged to USER for all returned checks or electronic payments. Any wire transfer fees are an additional \$35.00.
 - d) USER agrees to pay all attorney's fees and collection costs associated with the collection of any past due account. Venue for any legal proceedings with respect to this account will be proper in the Los Angeles Superior Court.
- III) User hereby accepts the obligation and responsibility for payment for all fuel registered through the Fuel Management System account number(s) assigned to USER by SUPPLIER. USER will notify SUPPLIER of any lost card immediately upon the determination that a Fuel Management System Card has been lost or stolen. Notice may be given orally but MUST be confirmed in writing within 24 hours, by registered or certified mail. USER agrees to pay for all products delivered through the Fuel Management System prior to SUPPLIER's receipt of such written notice.
- IV) If a Fuel Management System Card is locked out for any reason, written application must be made to reinstate the Fuel Management System Card or account. SUPPLIER reserves the right to refuse to reinstate accounts that are past due. NO cancelled account may be reinstated unless all monies owed on said account are paid in full, including all charges and fees. A \$35.00 charge will be made to reinstate the account.
- V) USER understands that card restrictions (profiles) are not guaranteed. USER assumes the risk that the card(s) may be used by unauthorized persons.
- VI) This credit agreement may be cancelled upon 24-hours' written notice by SUPPLIER or USER. Should USER cancel an account, all monies due will be paid within ten (10) days of such cancellation.
- VII) USER understands and agrees that his/her right to the Fuel Management System account may not be assigned, and any attempted assignment shall be null and void and can lead to cancellation of the account.
- VIII) USER accepts any and all liability arising or resulting from the misuse, unauthorized use, loss or theft of any Fuel Management System Card resulting in access to the Fueling Systems maintained and operated by SUPPLIER and any CFN or Voyager Network participant. USER understands that the rights conferred herein allow USER to access and use products on private premises not open to the general public, and such access is consideration for the obligations of the USER under this agreement. User agrees not to write the "PIN" code on the card and to keep the "PIN" code separate from the card in a secure location.
- IX) USER agrees that any environmental charge levied against SUPPLIER or any other CFN Network participant for negligent use by USER of its card or equipment, shall be promptly paid by USER.
- X) Customer will promptly notify SUPPLIER of any change in residence or mailing address.
- XI) At any retail location where the same pumps are being used for both retail and card lock sales, USER acknowledges that the posted per gallon price does not necessarily reflect the actual per gallon card lock price. Prices posted on the pump reflect cash or credit card pricing only- not card lock prices.
- XII) SUPPLIER reserves the right to charge USER's MasterCard, Visa, American-Express, Discover card or any other card provided on past due accounts, and USER consents to said charges.
- XIII) The terms of this credit agreement may be amended by SUPPLIER, as its sole option, upon written notice of at least one full invoicing period.
- XIV) Financial statements may be required for higher credit limits, at SUPPLIER's discretion.

I have read, understand and agree to the Terms and Conditions of the Fuel Management System account presented above.

I hereby declare the foregoing information is true and correct; I/we hereby authorize Cosby Oil Company, Inc. to conduct a credit check on both personal and business as applicable. I understand that the information therein will be used in the decision of whether or not to grant credit. I agree to abide by Cosby Oil Company's credit policy if credit is granted.

| | | | |
|----------------------|--------------|--------------|--|
| Authorized signature | | Printed name | |
| Title | Company name | Date | |

Continuing Guarantee

For valuable consideration, including the inducement to provide credit to Applicant (hereinafter called "Debtor"), which would otherwise be denied, the undersigned (hereinafter called "Guarantor") absolutely and unconditionally guarantees and promises to pay Cosby Oil Company, Inc., a California corporation (hereinafter called "Company") its affiliates, successors and assigns, or order, in lawful money of the United States, any and all indebtedness of Debtor to Company in whatever amount may be owing to Company whether such indebtedness now exists, or is incurred hereafter, whether voluntarily or involuntarily and however arising, whether absolute or contingent, liquidated or unliquidated, determined or undetermined, and whether Debtor may be liable individually or jointly with others (the "Indebtedness").

Guarantor hereby waives all right to assert or plead at any time any statute of limitations relating to the Indebtedness, the obligations of Guarantor hereunder, and any and all surety or other defenses in the nature thereof including, without limitation, the provisions of California Civil Code Section 2845 or any similar related or successor provision of California law.

This is a continuing guaranty relating to any and all Indebtedness, including, without limitation, Indebtedness arising under successive transactions by electronic means, or otherwise. Company may continue this indebtedness from time to time and may renew it after it has been satisfied, without notice to Guarantor. This Guarantee shall not apply to any indebtedness created after receipt by Company of written notice of its revocation as to future transactions, such notice to be sent by Certified Mail, Return Receipt Requested, to Company at: 12902 East Park Street, Santa Fe Springs, California 90670. The termination of this Guarantee shall not have any retroactive effect with respect to obligations of Debtor incurred prior to termination.

Guarantor agrees that it is directly and primarily liable to Company, that the obligations hereunder are independent of the obligations of Debtor, and that a separate action or actions may be brought against Guarantor whether action is brought against Debtor or whether Debtor is joined in any such action or actions. Guarantor agrees to pay reasonable attorneys' fees and all other costs and expenses which may be incurred by Company in the enforcement of this Guarantee. This Guarantee shall not be abrogated or affected in any manner by any change in the form or status of the Debtor, whether caused by death, by the admission of any new member, partner or shareholder, by the withdrawal of any member, partner or shareholder, or by any change from any cause whatsoever. The liability of Guarantor hereunder shall in no way be affected by the cessation from any cause whatsoever of the liability of the Debtor for the Indebtedness, including, without limitation, the bankruptcy of Debtor.

No delay on the part of Company in exercising any right hereunder or under the Debtor's credit agreement shall operate as a waiver of such right or any other right of Company. If there is more than one Guarantor, each and every portion of this Guarantee shall be binding on each and every one of the Guarantors who shall be jointly and severally liable hereunder. This Guarantee is governed by and construed in accordance with California law. This Guarantee is the entire agreement between Company and Guarantor with respect to the subject matter hereof, superseding all prior oral or written agreements or understandings with respect thereto and may not be changed in any manner other than an agreement in writing signed by Guarantor and Company.

| | | | | | |
|---------------------|--|------------------------|-------|------------------------|------|
| Witness signature | | Witness printed name | | Witness title | |
| Guarantor signature | | Guarantor printed name | | Social security number | |
| Address | | City | State | Zip | Date |

