

SUPREME OIL COMPANY

7525 Metropolitan Dr., Suite 306, San Diego CA 92108
2110 Grand Ave, Phoenix AZ 85009

Customer Account Application – Page 1

| COMPANY INFORMATION | | | |
|--------------------------|--------|--------|------|
| Full Legal Company Name: | | | |
| DBA or Trade Name: | | | |
| Billing Address: | City: | State: | Zip: |
| Delivery Address: | City: | State: | Zip: |
| Telephone #: | Fax #: | Email: | |

| COMPANY OWNERSHIP INFORMATION | | | |
|---|--|----------|--|
| <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Private Corp <input type="checkbox"/> Publicly Held Corp <input type="checkbox"/> Not For Profit | | | |
| Business Description: | Date established or incorporated: | | |
| State of Incorporation: | Number of employees: | | |
| How long under present ownership: | Projected monthly purchases: | | |
| Business location: <input type="checkbox"/> Owned <input type="checkbox"/> Leased or Rented | Purchase Orders required: <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| Federal Tax ID #: | Resale Cert. #: | D & B #: | |
| Has the company or its owners ever been in bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide additional information on a separate sheet of paper, and attach to this application. | | | |

| PARTNERSHIP OR PROPRIETORSHIP | | | |
|-------------------------------|---------------------------------|----------------------------|---------------|
| Name | Social Security # (Required) | Home Address (Required) | Spouse's Name |
| | | | |
| | | | |

| CORPORATION | | | |
|----------------|------|----------------------------|---------------------------------|
| Title | Name | Home Address (Required) | Social Security # (Required) |
| President | | | |
| Vice President | | | |
| Secretary | | | |
| Treasurer | | | |

| BANKING REFERENCE | | | |
|-------------------|---------|-------------|-----------|
| Name | Address | Telephone # | Account # |
| | | | |

| PRESENT FUEL SUPPLIER | | | |
|-----------------------|---------|-------------|-------|
| Name | Address | Telephone # | Fax # |
| | | | |

PLEASE COMPLETE CUSTOMER ACCOUNT APPLICATION PAGE 2



Customer Account Application – Page 2

| TRADE REFERENCES | | | |
|------------------|---------|-------------|-------|
| Name | Address | Telephone # | Fax # |
| | | | |
| | | | |
| | | | |

Standard Terms and Conditions

The CUSTOMER fully understands and agrees to comply with the following terms and conditions of **Supreme Oil Company**.

1. Credit is extended at sole discretion of Supreme Oil Company. Credit limitations shall not be construed to be a limitation on the liability of the Customer's account or any personal guarantee. Supreme Oil Company reserves the right to modify or terminate Customer's credit privileges at any time without prior notice.
2. Payment is due within the terms agreed upon from delivery. Past due accounts are subject to delays in shipment of further orders.
3. Late fees are assessed on all past due amounts. Late fees accrue at a rate of one and one-half percent (1 1/2%) per month, 18% per year or the maximum permitted by law.
4. Returned checks, and other debits if applicable, are subject to a twenty-five dollar (\$25.00) returned item fee. If a check does not clear and is returned, we may withdraw funds from your account electronically.
5. If it becomes necessary to initiate collection procedures, all costs incurred by Supreme Oil Company (including attorney fees) will be reimbursed to Supreme Oil Company by Customer. Customer agrees that jurisdiction and venue for any contract shall be at the discretion of Supreme Oil Company.
6. Customer authorizes Supreme Oil Company to make "absentee" deliveries and agrees that Customer's signature on delivery documents is not a requirement of payment to Supreme Oil Company. If there is a problem with a delivery (spill, "missed-drop", shortage, etc.) Customer agrees to advise Supreme Oil Company, in writing, within 24 hours of event.
7. Customer must notify Supreme Oil Company in writing and by certified mail of any change in ownership, the name of the business or structure of the business under which credit is established.
8. Customer understands that no officer, employer, employee, agent or assignee of Customer has authority to waive any provision of this agreement, nor shall any industry custom or practice vary the express provisions contained herein. Any provision(s) under this agreement, which may prove invalid or unenforceable under any law, rule or regulation of any government agency, will not affect the validity or enforceability of any other provision of this agreement. Supreme Oil Company's failure to enforce any specific right or otherwise indulge the Customer shall not be deemed a waiver of this agreement or any part of this agreement.
9. Customer is obligated for purchases notwithstanding change in the form of business or sale to a third party unless written notice is received by Supreme Oil Company. Customer shall indemnify and hold Supreme Oil Company harmless from any claims and costs, including but not limited to those for bodily injury and damage, which may be occasioned by or attributable to the Customer or its agents while on Supreme Oil Company premises. Supreme Oil Company shall not be liable for any damages which may result from failure to provide fuel or the failure of Supreme Oil Company's equipment to operate.
10. Supreme Oil Company may upon notice amend this agreement. Subsequent purchases shall be subject to such amendment. No cancellation will affect Customer's obligation to pay charges incurred.
11. **Cardlock Access Cards:** Cardlock facilities are sites that sell fuel utilizing automated fueling dispensers. The automated dispensers are activated through Access Cards issued by Supreme Oil Co. to its customers ("Access Cards"). I/We understand that Access Cards are not credit cards and are issued for the limited purpose of activating cardlock network automatic fueling dispensers and recording the time, place, date and gallons of fuel dispensed. I/We understand their use and are responsible for all charges to my/our account.

Signature: _____ Date: _____

Print Name: _____ Title: _____

Supreme Oil Company Representative Name: _____ *Christopher Michael Hammer*

PLEASE COMPLETE CUSTOMER ACCOUNT APPLICATION PAGE 1



SUPREME OIL COMPANY

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Authorization Agreement for EFT/ACH Payments

We hereby authorize Supreme Oil Co., hereinafter called Supreme, to initiate debit entries to our checking account indicated below and the depository named below, hereinafter called Depository, to debit the same account. These debit entries may be in the form of a paper draft or electronic debit.

DEPOSITORY

Bank Name _____

Account Number _____ ABA Routing Number _____

Or attach a voided check.

This Agreement is to remain in full force until Supreme and Depository have received written notification of its termination within such time and manner as to afford Supreme and Depository a reasonable opportunity to act. This Agreement allows Supreme to charge debits and credits to this account at frequent intervals for varying amounts. If the due date falls on a Saturday, the drafting will occur on Friday. If the due date falls on Sunday or a holiday, the draft will occur on the following business day. Account over credit limit may be drafted before due date. The right to review any invoice before a debit is charged to our account is hereby relinquished. Any discrepancies discovered after payment on an invoice will be adjusted on the next scheduled draft date.

CUSTOMER

Name _____

Address _____

City _____ State _____ Zip _____

Phone # _____ Fax # _____ Email _____

SIGNATURE

Signature _____ Title _____

Print Name _____ Date _____

RETURN VIA FAX TO: 619-542-0306

OR E-MAIL TO: credit@supremeoil.com



PERSONAL GUARANTY

To Be Signed and Notarized By Applicant and Spouse

WHEREAS, _____, (Debtor), is or may be indebted to Supreme Oil Co., (Creditor).
(YOUR Company Name)

NOW THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned (Guarantor) hereby guarantees to Creditor the prompt payment at maturity, and at all times thereafter, of the Guaranteed Indebtedness (hereafter defined), this guaranty being upon the following terms and conditions:

1. The term "Guaranteed Indebtedness," as used herein, includes (a) all indebtedness of every kind and character, without limit as to amount, whether now existing or hereinafter arising, of Debtor to Creditor, regardless of whether evidenced by open account statements, notes, drafts, acceptances, discounts, judgement, verdict, award, or dismissal of a lawsuit, complaint, or cross-complaint in creditors favor, and whether such indebtedness be fixed, contingent, joint, several, or joint and several; (b) all indebtedness of every kind and character arising out of any dispute between Creditor and Debtor, whether evidenced by admission by the Debtor, or by judgement, verdict or award in Creditor's favor, or by dismissal of a lawsuit, legal proceeding, complaint or cross-complaint in Creditor's favor; (c) any and all costs, attorney's fees, and expenses suffered by Creditor by reason of Debtor's default in payment of any of the foregoing indebtedness; (d) interest on any of the indebtedness described in (a) or (b); and (e) any renewal or extension of the indebtedness, costs, or expenses described in (a) through (d) preceding, or any part thereof.

2. This instrument shall be an absolute and continuing guaranty, and the circumstances that at any time or from time to time the Guaranteed Indebtedness may be paid in full shall not affect the obligation of the Guarantor with respect to indebtedness of Debtor to Creditor thereafter incurred.

3. If Guarantor becomes liable for any indebtedness owing by Debtor to Creditor, by endorsement or otherwise, other than under this guaranty, such liability shall not be in any manner impaired or affected hereby, and the rights of Creditor hereunder shall be cumulative of any and all other rights that Creditor may ever have against Guarantor. The exercise by Creditor of any right or remedy hereunder or under any other instrument, or at law or in equity, shall not preclude the concurrent or subsequent exercise of any other right or remedy.

4. In the event of default by Debtor in payment of the Guaranteed Indebtedness, or any part thereof, when such indebtedness becomes due, either by its terms or as the result of the exercise of any power to accelerate, Guarantor shall, on demand and without further notice of dishonor, without any notice having been given to Guarantor previous such demand of the acceptance by Creditor of this Guaranty and without any notice having been given to Guarantor previous to such demand of the creating or incurring of such indebtedness, pay the amount due thereon to Creditor, and it shall not be necessary for Creditor, in order to enforce such payment by Guarantor, first to institute suit or exhaust its remedies against Debtor or others liable on such indebtedness, or to enforce its or his rights against any security which shall ever have been given to secure such indebtedness.

5. Guarantor hereby agrees that its or his obligations under the terms of this guaranty shall not be released, diminished, impaired, reduced, or affected by the occurrence of any one or more of the following events: (a) the taking or accepting of any other security or guaranty for any or all of the Guaranteed Indebtedness; (b) any release, surrender, exchange, subordination, or loss of any security at any time existing in connection with any or all of the Guaranteed Indebtedness; (c) any partial release of the liability of Guarantor hereunder, or if there is more than one person and/or entity signing this guaranty, the release of any one or more of them, hereunder; (d) the death, insolvency, bankruptcy, disability, or lack of corporate power of Debtor, any of the undersigned, or any party at any time liable for the payment of any or all of the Guaranteed Indebtedness, whether now existing or occurring; or (e) any payment by Debtor to Creditor is held to constitute a preference under the bankruptcy laws or if for any other reason Creditor is required to refund such payment or pay the amount thereof to someone else.

6. This Guaranty is for the benefit of Creditor and Creditor's heirs, personal representatives, successors, and assigns, and in the event of an assignment to the Guaranteed Indebtedness, or any part thereof, the rights and benefits hereunder to the extent applicable to the indebtedness so assigned, may be transferred with such indebtedness. This guaranty is binding not only on Guarantor, but on Guarantor's heirs, personal representatives, successors, and assigns, and if this guaranty is signed by more than one person and/or entity, then all of the obligations of Guarantor arising herein be jointly and severally binding on each of the undersigned, and their respective heirs, personal representatives, successors and assigns.

7. Guarantor represents that he or it is the owner of a direct or indirect interest in Debtor and that Guarantor will receive a direct and material benefit from the proceeds of any of the Guaranteed Indebtedness.

8. Guarantor agrees that if Debtor fails to timely notify Creditor in writing of any claims relating to the quality of products delivered by the Creditor to Debtor in accordance with the pertinent invoice, Guarantor shall be deemed to have waived any claims as to the quality of the products.

9. This guaranty is executed and delivered as an incident to open account transactions by and between Debtor and Creditor and is negotiated, consummated, and performable in Maricopa County, Arizona, San Diego County, California or other localities as elected by Creditor and shall be construed according to the laws of the State of Arizona or California at the election of Creditor.

10. The Undersigned authorizes Creditor and Creditor's heirs, personal representatives, successors, and assigns to check its or their consumer credit and personal employment history.

SIGNATURE(S)

Executed this _____ day of _____, 20 ____

Guarantor (Signature)

Guarantor (Print Name)

Guarantor Social Security Number

Guarantor or Spouse (Signature)

Guarantor or Spouse (Print Name)

Guarantor or Spouse Social Security Number

NOTARIZATION

State of _____

County of _____

Subscribed and sworn to (or affirmed) before me

on this _____ day of _____, 20____,

by _____,

personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC SEAL



SUPREME OIL COMPANY

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| CUSTOMER RELEASE AUTHORIZATION FORM - For use of Consumer Credit Reports | | |
|--|----------------|-------------|
| Last Name: | First Name: | M.I. |
| Home Address: | City/State: | Zip: |
| Social Security Number: | Date of Birth: | Home Phone: |

| | | |
|-------------------------|----------------|-------------|
| Last Name: | First Name: | M.I. |
| Home Address: | City/State: | Zip: |
| Social Security Number: | Date of Birth: | Home Phone: |

| | | |
|-------------------------|----------------|-------------|
| Last Name: | First Name: | M.I. |
| Home Address: | City/State: | Zip: |
| Social Security Number: | Date of Birth: | Home Phone: |

The undersigned hereby consents Supreme Oil Co., or its Agents, use of a non-business consumer credit report on the undersigned in order to further evaluate the creditworthiness of the undersigned as principal(s) proprietor(s) and or guarantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorizes Supreme Oil Co., or its Agents, to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned as (an) individual(s) hereby knowingly consent(s) to the use of such credit report consent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. @ 1681 et seq.

Signature: _____

Date: _____

Print Name: _____

Signature: _____

Date: _____

Print Name: _____

Signature: _____

Date: _____

Print Name: _____

