TORO PETROLEUM CORP.

308 West Market Street • Salinas, CA 93901

APPLICATION FOR CREDIT

To request credit, please fax or email this completed application with photo identification for each signer.

(831) 424-1691 MAIN • (831) 375-5178 A/R • (831) 424-0176 Fax
Email: AR@ToroPetroleum.com

Check all types desired: Gasoline _____ Diesel _____ Red Diesel _____ Oil/Lubricants _____ Cardlock Access _____

Estimated Monthly Credit/Usage $ _____ Credit Limit Desired $ _____ Toro Petroleum Salesperson _____

Estimated Monthly Gallons Bulk Fuel _____ Estimated Monthly Gallons of Oil/Lubricants _____ Cardlock # of cards ____

Check any special tax exemptions? Farming _____ Government _____ School _____ City _____ SET Exempt _____ Resale _____

Business/Individual Name _____

Physical Street Address _____

City _____ State _____ Zip _____

Trade Name (dba) _____

Mailing Address _____

City _____ State _____ Zip _____

Do you Own or Rent? _____ If Rented, Landlord's Name _____ Phone _____

Federal Tax ID (SSN if individual) _____ D & B #_____ Years in Business _____

Type (check) Sole Proprietor ____ Partnership ____ LLC ____ Corporation ____ State of Inc____ Year of Inc _____

Nature of business _____

Have you/your company ever filed for bankruptcy or have had legal judgments against you? _____ if yes, please describe when and in what county, state? _____

Accounts Payable Contact Name _____ Email _____

Contact's Primary Telephone _____ Fax Number _____

CFO's Name _____ Email _____

CFO's Telephone _____ Fax Number _____

Bank Name _____ Bank Contact Name _____

Bank Contact Telephone _____ Bank Contact Email _____

Bank Address _____ City _____ State _____ Zip _____

Checking Account # _____ Savings Account # _____

Please complete the following for the Company OWNER(S), PARTNERS, or all GENERAL CORPORATE OFFICERS.

Name (1) _____ Title _____ Date of Birth _____

Home Address _____ SSN _____ D.L.#/State _____ _____

City _____ State _____ Zip _____ Business Phone _____ Email _____

How long at this address _____ years Own ____ Rent _____ Percent of Ownership _____ %

(**Spouse**) Name _____ SSN _____ Date of Birth _____

Name (2) _____ Title _____ Date of Birth _____

Home Address _____ SSN _____ D.L.#/State _____ _____

City _____ State _____ Zip _____ Business Phone _____ Email _____

How long at this address _____ years Own ____ Rent _____ Percent of Ownership _____ %

(**Spouse**) Name _____ SSN _____ Date of Birth _____

Name (3) _____ Title _____ Date of Birth _____

Home Address _____ SSN _____ D.L.#/State _____ _____

City _____ State _____ Zip _____ Business Phone _____ Email _____

How long at this address _____ years Own ____ Rent _____ Percent of Ownership _____ %

(**Spouse**) Name _____ SSN _____ Date of Birth _____

Are you currently purchasing fuel from another supplier or cardlock fuel program? No ____ Yes ____ if yes, please complete

Supplier Name _____ Account # _____ Phone _____

Address _____ City _____ State _____ Zip _____ Fax _____

TRADE REFERENCES, please provide as much information as possible to expedite the application process.

Name (1) _____ Account # _____ Phone _____

Address _____ City _____ State _____ Zip _____ Fax _____

Primary Contact Name _____ Email _____

Name (2) _____ Account # _____ Phone _____

Address _____ City _____ State _____ Zip _____ Fax _____

Primary Contact Name _____ Email _____

Name (3) _____ Account # _____ Phone _____

Address _____ City _____ State _____ Zip _____ Fax _____

Primary Contact Name _____ Email _____

TERMS AND CONDITIONS

1. All statements made herein are true and accurate to the best of my/our knowledge. Toro Petroleum, hereafter referred to as “Toro” is authorized to obtain business credit reports from a credit bureau or credit agency and are hereby indemnified from any liability from their investigation. Toro may use information provided to conduct future credit investigations.
2. Statements may be mailed twice monthly (1st and 15th) and are due upon receipt. Credit limits will be established by Toro for each customer based on the customers' credit worthiness. Upon credit approval, retail accounts will be "Load to Load" unless account is secured with a bond or letter of credit made payable to Toro Petroleum. I/we agree to pay a late fee of 1.5% per month (18%/year) on any delinquent balance. I/we acknowledge that a $50.00 NSF fee will be charged on all returned EFT drafts and checks.
3. It is the responsibility of the customer to provide in advance any resale, tax ID, tax exemption certificates or other documents that affect the taxation of purchases. If such documents are absent at the time of purchase customer shall be liable for all taxes regardless of future submission of required documents.
4. Credit sales are authorized at the sole discretion of Toro and it reserves the right to revoke or change terms at its discretion.
5. Delivery of any product made to customer's tanks, vehicles or equipment may be made without obtaining signatures or receipts upon delivery.
6. The customer is obligated for purchases made in the company name not withstanding change in the form of business or sale of the business to a third party unless notice as described below is first given.
7. Customer shall indemnify and hold harmless Toro from any claims and costs including but not limited to those of bodily injury and damage which may be occasioned by or attributed to the customer or its agents or employees while on Toro's premises.
8. Toro shall not be liable for any damages including consequential damages which may result from failure to provide fuel or failure of Toro's equipment to operate in any manner whatsoever.
9. Toro may without notice cancel the customers' right to use and/or may change company's line of credit at any time.
10. Toro may amend this agreement at any time and subsequent purchase will be subject to said amendment.
11. 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 provisions of this agreement.
12. The customer understands that no officer, employee, agent or assignee of customer has authority to waive any provision of this agreement, nor shall an industry custom or practice vary the expressed provisions contained herein. It is not necessary for Toro to inquire into the powers of customers or its officers, agents, or partners to incur indebtedness. Indebtedness of customers to Toro created in reliance upon the professional exercise of such powers is hereby guaranteed .
13. Customers are liable for all charges incurred on their account. Accounts may be deactivated by sending written notice to Toro Petroleum at 308 West Market Street, Salinas, CA 93901.
14. Toro may send invoices or statements and any notices to Customer at the address shown on this application or email account as provided. Notice is given upon mailing.
15. Customer agrees to supplement all information provided herein as changes occur.
16. If customers account is referred for collection, Customer shall pay all attorney's fees and costs of collection including collection agency fees. The Customer agrees that jurisdiction and venue for any dispute under this contract shall be at the election of Toro.
17. Toro may offset by any monies due by Toro to Customer against any amounts due by Customer to Toro. In the event Customer fails to make payment of any amount when due, then all amounts due from Customer shall be accelerated and immediately due and payable regardless of the terms and conditions thereof. Any debt owed by customer to Toro or vice versa is hereby subordinated to the obligation of Customer to Toro.
18. The undersigned is fully authorized to bind company to this agreement and company agrees to be bound by all terms and conditions stated herein.

Signature of Officer/Owner/Partner _____ Title _____

Printed Name of Signer _____ Date _____

Signature of Witness _____ Title _____

Printed Name of Witness _____ Date _____

PHOTO IDENTIFICATION MUST BE PROVIDED WITH APPLICATION TO CONFIRM ALL SIGNATURES

PERSONAL GUARANTEE

To: Toro Petroleum

In consideration of the extension of credit granted by Toro Petroleum, 308 West Market Street, Salinas, CA 93901, ("Toro") to_____ [Enter Company Name] (Applicant), I hereby personally, individually, unconditionally and jointly and severally guarantee payment of whatever amount, which at any time shall be owing to Toro on account of goods delivered, together with all other damages and costs for which Applicant may be obligated to Toro, after the date hereof. This is a continuing guarantee relating to any indebtedness, including that arising under successive transactions. I hereby waive diligence, presentment, demand, protest or notice of any kind whatsoever, as well as any requirement that the holder exhaust any right or take any action against purchaser of the goods delivered and hereby consent to any extension of time or renewal thereof. This guarantee shall remain in effect until I have notified Toro in writing of its cancellation, but such a cancellation shall not alter any obligation arising hereunder prior to receipt of such written notice. I agree to pay all reasonable costs, expenses and attorney's fees incurred in the enforcement of this personal guarantee including, but not limited to, the collection of any past due indebtedness whether suit has been filed or not. Facsimile signatures shall have the same force and effect as original signatures. I hereby authorize Toro access to my credit reports from a credit bureau or credit agency.

ANY LEGAL SPOUSE MUST ALSO SIGN – DO NOT INCLUDE CORPORATE OR BUSINESS TITLES AS THEY ARE INAPPLICABLE

Guarantors Signature (Individually) _____ Printed Name _____

Date of Birth _____ SSN _____ D.L.#/State _____ _____

Guarantors Signature (Spouse of married) _____ Printed Name _____

Date of Birth _____ SSN _____ D.L.#/State _____ _____

CARDLOCK AGREEMENT (if also applying for cardlock access)

1. I/We acknowledge that all cards received for CFN and FLEETWIDE network fueling issued by Toro are for use only by the person(s) or business named on the account for the purchase of gasoline, diesel, or other preauthorized products.
2. I/We agree to be bound by all terms and conditions of this credit application and hereby authorize Toro access to my business and personal credit reports from a credit bureau or credit agency prior to and following issuance of CFN and FLEETWIDE cards.
3. I/We agree to assume complete financial responsibility for all transactions completed using any card issued to us. Customers may deactivate their cards or account by contacting their local Toro office and sending written notice to Toro, 308 West Market Street, Salinas, CA 93901.
4. I/We agree to comply with all local, State and Federal laws or regulations for the fueling of our vehicles or equipment.
5. I/We shall be responsible for all fuel taxes as required by Local, State and Federal agencies.
6. I/We shall hold harmless and defend Toro against all liabilities in connection with CFN and FLEETWIDE network fueling access.
7. I/We shall be responsible for all transactions incurred using CFN and FLEETWIDE cards issued to me or my business.
8. I/We agree to promptly notify Toro upon the loss or theft of any card, fraudulent use of any card or any other unauthorized misuse of cards issued to me or my business. I/We agree to keep security numbers separate from all cards received from Toro.

Signature of Officer/Owner/Partner _____ Title _____

Printed Name of Signer _____ Date _____

Signature of Witness _____ Title _____

Printed Name of Witness _____ Date _____

PHOTO IDENTIFICATION MUST BE PROVIDED WITH APPLICATION TO CONFIRM ALL SIGNATURES