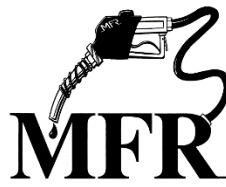


MOBILE FORCE, L.L.C.  
P.O. Box 13427  
Tempe, AZ 85284 USA  
P: 480-752-9891; F: 480-752-9892



**COMMERCIAL CREDIT APPLICATION**

<b>FOR OFFICE USE ONLY</b>	
Account # _____	
Credit Limit _____	
Salesperson _____	
Date Approved _____	

**1. Applicant Information**

Company Legal Name	Phone	Fax
Trade Name(s) (D/B/A) (Include all)		
Billing Address	City	State Zip
Shipping Address	City	State Zip
Contact	Phone	Email Fax
Credit Line Requested: \$ _____	Financial Statement required if request is over \$50,000	
Federal Tax ID: _____	Dunn & Bradstreet #: _____	In Business Since: _____
Legal Structure: Corporation ____ Partnership ____ LLC ____ LLP ____ Sole Proprietor ____ Non-Profit ____		

**2. Owner(s) Information (Include all parties with any ownership interest)**

Full Name (including middle initial)	Title	Social Security #
Home Address	City	State Zip Phone #
Full Name (including middle initial)	Title	Social Security #
Home Address	City	State Zip Phone #

**3. Bank References**

Primary Bank Name	Contact Person
Address: _____	City: _____ State: _____ Zip: _____ Phone: _____ Fax: _____
Account Type: _____	Account No.: _____

**4. Trade Credit References**

Company Name	Contact	Phone
Address	City	State Zip Fax:
Company Name:	Contact:	Phone:
Address	City	State Zip Fax:
Company Name:	Contact:	Phone:
Address	City	State Zip Fax

**TERMS AND CONDITIONS**

1. This Application, along with Mobile Force’s invoices and (if applicable) the Electronic Funds Transfer (“EFT”) Authorization Agreement (both of which are expressly incorporated herein by reference) (collectively, the “**Credit Agreement**”), represent the entire agreement between Customer and Mobile Force, L.L.C. (“**Mobile Force**”) regarding Customer’s purchase of petroleum products from Mobile Force (the “**Products**”) and Mobile Force’s extension of credit to Customer for same. The Credit Agreement may not be contradicted by any evidence of prior, contemporaneous or subsequent oral agreements of the parties. No other terms, including in a purchase order from Customer, shall add to, modify or supersede the Credit Agreement, and are hereby rejected.

2. Customer agrees to pay for any Products purchased from Mobile Force according to the terms of Mobile Force’s invoice (including, without limitation, prices and payment due dates) and, if applicable, those in Mobile Force’s EFT Agreement. If Customer fails to make any payment to Mobile Force when due, in addition to any other remedies available to it under the Credit Agreement and/or at law or equity, (a) Customer’s entire account with Mobile Force shall become immediately due and payable, without notice or demand; (b) Mobile Force shall be under no obligation to sell or deliver any additional Products to Customer and may elect to cancel all or any part of Customer’s unfilled orders; and/or (c) Mobile Force may pursue the collection of any unpaid amounts. These remedies are cumulative and may be enforced separately or concurrently.

3. Customer shall pay Mobile Force a service charge of two percent (2%) per month (24% per annum) on all past due amounts hereunder. Mobile Force shall be entitled to recover from Customer all costs and expenses it incurs in enforcing its rights under the Credit Agreement, including, but not

limited to, attorneys' fees and costs incurred in collecting any unpaid amounts owed, whether prior to litigation, during litigation or pre or post-judgment.

4. Mobile Force reserves the right, at any time and for any reason in its discretion, to deny credit to Customer, terminate the Credit Agreement, refuse to permit further credit purchases by Customer or reduce Customer's credit limit. If this Credit Agreement is terminated for any reason, Customer's credit account shall be closed without further notice and Customer shall immediately pay Mobile Force all amounts owed in full. Mobile Force further reserves the right to amend the Credit Agreement, or any part of it, at any time and for any reason, upon notice to Customer. Customer's purchase of Products following notice of any such amendment shall be deemed acceptance by Customer of any such amendments. If Customer does not agree to an amendment by Mobile Force, it must immediately notify Mobile Force in writing and the Credit Agreement shall be terminated without further notice. Mobile Force shall not be responsible for any losses or damages Customer may incur due to any denial or reduction of credit or amendment to or termination of the Credit Agreement.

5. Mobile Force shall not be obligated to furnish Products, or be liable in damages for failure to do so, in the event acts of God, strikes, difficulties with workers, lockouts, fires, foreign or domestic governmental authority, war conditions, accidents, delays by railways or other methods of transportation, or other causes beyond its control, render it impracticable for Mobile Force to do so.

6. Mobile Force's liability to Customer (and its employees, invitees, customers or to any other parties), if any, arising from or related to the Products and/or the Credit Agreement, whether arising in contract, tort (including negligence), strict liability or otherwise, shall be limited to a refund of the amounts Customer has paid Mobile Force for the Products at issue, minus the value of any portion of those Products used by Customer, as measured by the price of the Products in Mobile Force's invoice. Mobile Force shall not be liable to Customer for any other damages or losses, including compensatory, consequential, incidental and/or punitive damages, lost profits, loss of use of facilities or equipment and/or claims by third parties.

7. Mobile Force expressly disclaims any and all express warranties related to the Products. Any affirmation of fact, promise or product description made by Mobile Force (if any) related to any Products shall not be regarded as part of the basis of the parties' bargain and shall not be deemed to create an express warranty that such Products conform to same. **MOBILE FORCE MAKES NO OTHER WARRANTY OF ANY KIND, INCLUDING MERCHANTABILITY OF THE PRODUCTS OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER PURCHASES THE PRODUCTS FROM MOBILE FORCE "AS IS" AND "WITH ALL FAULTS." MOBILE FORCE SHALL NOT BE LIABLE, EXCEPT AS OTHERWISE EXPRESSLY AGREED TO IN WRITING, FOR THE SELECTION, QUALITY, CONDITION, SUITABILITY, OPERATION, OR PERFORMANCE OF THE PRODUCTS PURCHASED BY CUSTOMER.**

8. Customer shall defend, indemnify and hold harmless Mobile Force from and against any and all suits, claims, actions, losses, damages, liabilities, judgments, awards or costs (including, without limitation, attorneys' fees) relating to or arising out of the Equipment and/or Agreement, including, without limitation, any such claims by third parties. Mobile Force agrees to reasonably cooperate with respect to Customer's defense of any indemnified matters. Customer may control the defense or resolution of any indemnified matters; provided, however, Customer shall not enter into any settlement or resolution that obligates Mobile Force to take any action or incur any expense without Mobile Force's prior written consent. Mobile Force shall also have the right to be represented by independent counsel at its own expense.

9. The laws of the State of Arizona, without regard to conflicts of laws principles, shall govern all matters arising from or relating to the Credit Agreement and/or the Products. The parties agree to the exclusive jurisdiction and venue of the Superior Court of Maricopa County, Arizona, and the United States District Court for the District of Arizona (as applicable) for any such matters or disputes.

10. Any delay or failure by Mobile Force to enforce its rights hereunder, or to insist on Customer's compliance with its obligations, shall not constitute a waiver or election by Mobile Force of any of its rights under the Credit Agreement and/or at law or equity.

11. If any provision of the Credit Agreement is found unenforceable, the remaining provisions shall be unimpaired and the unenforceable provision shall be replaced by a mutually acceptable enforceable provision that comes closest to fulfilling the intentions of the parties as evidenced by the unenforceable provision.

12. Customer may not assign any of its right, title, and interest in and to the Credit Agreement without Mobile Force's prior written consent. Customer's obligations hereunder shall survive termination of the Credit Agreement. Mobile Force may assign any of its right, title and interest in this Agreement in its sole discretion without notice to Customer, including, without limitation, to any of its affiliated entities, parent companies and/or subsidiaries (including, without limitation, Mobile Force Refueling, L.L.C.).

13. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns. Except as expressly provided herein, nothing in this Credit Agreement shall confer on any party other than the parties hereto, any rights or remedies under or by reason of this Credit Agreement.

14. The parties to this Agreement agree that the digital signatures of the parties included in this contract are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

By signing below, Customer certifies: (1) the information provided herein is true and correct and has been submitted to obtain commercial credit from Mobile Force; (2) the undersigned is authorized to execute this application to establish commercial credit accounts on behalf of Customer; (3) Mobile Force is authorized to investigate and verify any information provided and inquire of references and others regarding the creditworthiness of Customer and Guarantor(s);(4) Mobile Force may answer questions from others about its credit experience with Customer and Guarantor(s); (5) Customer shall notify Mobile Force in writing of any change in ownership or financial condition within five days of change; and (6) **Customer acknowledges and agrees that any extension of credit hereunder is expressly subject to, and hereby incorporates and makes a part of this Application, the above Terms & Conditions.**

**Authorized Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Printed Name** \_\_\_\_\_

**Title:** \_\_\_\_\_

**PERSONAL GUARANTY**

1. For and in consideration of Mobile Force’s willingness to extend credit to Customer, the undersigned guarantor(s) (the “Guarantor(s)”) hereby personally guarantee the payment of any obligation of Customer to Mobile Force (the “**Guaranty**”).
2. This Guaranty applies to all amounts due or which may become due from Customer to Mobile Force. Guarantor(s) shall be jointly and severally liable for any amounts due Mobile Force, and their respective community and separate properties shall be subject to collection of same.
3. Guarantor(s) shall pay Mobile Force any and all costs Mobile Force incurs in collecting any obligation covered by this Guaranty, including, but not limited to, attorneys’ fees and court costs, whether prior to litigation, during litigation or pre or post-judgment.
4. Guarantor(s) obligations hereunder shall not be affected or waived by any time extensions or other indulgences granted Customer by Mobile Force.
5. This is a Guaranty of payment, not a guaranty of collection. Guarantor(s) waive (a) any right to require Mobile Force to proceed against Customer, (b) any rights Guarantor(s) may have under A.R.S. Sections 12-1641 and 12-1642, (c) any defenses arising by reason of disability or other defense of Customer or by reason of the cessation, from any cause whatsoever, of the liability of Customer, and (e) all presentments, demands for performance, notices of protest or notices of dishonor. Guarantor(s) further consent to and waive notice of any modification, amendment or extension of the Credit Agreement hereby guaranteed.
6. This Guaranty shall be interpreted according to the laws of Arizona, without regard to conflicts of law principles. Guarantor(s) agree to submit to the personal jurisdiction and venue of the Maricopa County Superior Court in Maricopa County, Arizona, and the District of Arizona (as applicable) for any lawsuits or proceedings arising from or related to the Credit Agreement or Guaranty.
7. Guarantor(s) hereby authorize Mobile Force to obtain and use consumer credit reports from time to time for the purpose of evaluating current and ongoing creditworthiness in connection with the extension of business credit as contemplated by this Guaranty and the Credit Agreement.
8. If there is no spousal signature below, Guarantor(s) represents that he/she is unmarried and specifically intends that Mobile Force rely on such representation.

Printed Name of Guarantor: \_\_\_\_\_

Signature of Guarantor: \_\_\_\_\_

Guarantor’s Social Security #: \_\_\_\_\_ Date: \_\_\_\_\_

Address of Guarantor: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Mobile: \_\_\_\_\_

Printed Name of Guarantor’s Spouse: \_\_\_\_\_

Signature of Guarantor’s Spouse: \_\_\_\_\_

Spouse of Guarantor’s Social Security #: \_\_\_\_\_ Date: \_\_\_\_\_