

Lakeview Energy Services Credit Application and Account Agreement



FIRM ADDRESS			DATE:		
Full Name of Firm:					
Phone: ()			Fax: ()		
E-mail:			Website:		
Mailing address:		City	State	Zip	
Street address:		City	State	Zip	
Home Office address:		City	State	Zip	
COMPANY INFORMATION					
Full Name of Parent Company (if same as above, please leave this section blank):					
Mailing address:		City	State	Zip	
Federal ID#		Phone: ()		OFFICE USE ONLY Please Do Not Write In This Space	
List Names and Addresses of Partners or Corporate Officers					
Check appropriate box and provide information requested		How Long In Business:		Type of Business:	
<input type="checkbox"/> Single Entity Not a Subsidiary		<input type="checkbox"/> Subsidiary of Parent Company		<input type="checkbox"/> Corporation	
<input type="checkbox"/> Partnership					
PERSONAL					
Owner or Manager's Name:		HM PH: ()		Cell PH: ()	
Home Address:		City	State	Zip	
Own <input type="checkbox"/> Rent <input type="checkbox"/> (Check One)		Monthly \$:	How long?	Have you ever filed bankruptcy?	
Date of birth:		SSN:	Driver's License:		
Previous address:		City	State	Zip	
Spouse Name:					
Home address:		City	State	Zip	
Date of birth:		SSN:	Driver's License:		
Major Credit Account (non-Fuel)				Date entered in to business:	
Address:		Phone: ()		Email:	
City:		State:	ZIP Code:		
REFERENCES					
Bank Name and Branch:		City	State	Zip	
Name of Bank Officer:		Phone: ()			
Reference:		Address:	City	State	Zip
List Name, Address and Phone of Current Petroleum Supplier(s)					
Approximate Monthly Fuel Budget \$		Number of Vehicles		Number of Drivers	
AGREEMENT & GUARANTY					
I have made the above statements for the purpose of obtaining credit for products and services provided by Lakeview Energy Services. I certify that they are true and authorize Lakeview Energy Services to make a credit investigation. Billings shall be issued according to terms (Terms may vary) and payments shall be made in full at Marysville, CA when due. I agree to pay a late charge of 2% per month (24% per year) or \$25.00 minimum on any delinquent balances. This agreement includes terms and conditions on the reverse side of this application including the attached Guarantee. Facsimile and electronic signatures shall have the same force and effect as original signature. A service charge of \$35.00 will be charged for any item returned un-paid. Notwithstanding that this account is established in the name of the company or person listed above, I personally guarantee payment of this account.					
Printed Name:		Signed:		Date:	
Partner/Spouse Name:		Signed:		Date:	

P.O. Box 510, Marysville, CA 95901 (530) 742-7614 PH (530) 741-4970 Fax

Commercial Cardlock Fueling
www.energiefuel.com

Lakeview Energy Services Credit Application And Account Agreement Additional Terms For Products And Services

Purchases will be for vehicles owned and operated by the Purchaser. Purchaser shall be responsible for all the Purchases made by Purchaser or any other person using CARDLOCK cards issued to the Purchaser and any other NON-CARDLOCK products and services regardless of whether use by any other person(s) is authorized or fraudulent.

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 Lakeview Energy Services (hereinafter referred as "Supplier") of such sale and Supplier shall have a lien on all the assets of Purchaser and a lien of the proceeds of such sale to secure payment of all outstanding sums owing to Supplier.

Purchaser represents that it and any person using 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 local Fire Code in the handling of fuels dispensed from the CARDLOCK system. Purchaser agrees to indemnify and hold Supplier harmless from any claims and costs including, but not limited to, those for bodily injury and property damage which may be occasioned by negligence or misuse of the CARDLOCK system by 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 or such person is aware. 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 will be responsible for the clean-up on any and all fuel spills and any damaged equipment repairs caused by Purchaser or any person using CARDLOCK cards delivered to Purchaser. It will be the responsibility of the Purchaser to report any such spill or damage to Supplier immediately and contain said spill with absorbent material furnished at the site.

Purchases 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 and may be terminated without cause upon 30 days' notice to Purchaser. Upon termination, Purchaser agrees to immediately surrender all CARDLOCK card(s) issued to Purchaser and to immediately pay all outstanding sums to Supplier.

In the event of a 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 all reasonable attorney fees and costs incurred by Supplier in the enforcement of Supplier's rights whether or not a suit or action is filed, in addition to all other sums provided by law. Purchaser further agrees to pay all reasonable attorney's fees and costs, including expert witness and consultant fees and charges, incurred by Supplier in connection with the collection of any judgment rendered by a Court of Law in favor of Supplier and against Purchaser. In the event court proceeding are filed to enforce Supplier's rights hereunder, Supplier may choose venue in Sutter County or Yuba County, or other appropriate County.

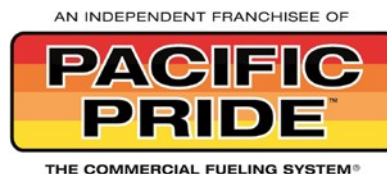
Purchaser agrees and warrants that it shall not allow the PIN numbers to be stored with or on the fuel cards provided by Supplier. Purchaser shall be responsible for all purchases made using CARDLOCK cards delivered to Purchaser. In the event a card(s) are lost or stolen, Purchaser shall be responsible for all purchases made on said card(s) for up to 24 hours from the time Purchaser notifies Supplier of Lost or Stolen card(s) in writing, via facsimile or by hand delivery.

All payments will be applied to late charges (if any) then to oldest outstanding balance.

All terms and conditions of this Agreement and Guaranty are intended to cover Purchaser's account as well as all of Purchaser's branch accounts whether set-up now or in the future.

Person to contact regarding arrangements for ordering cards:		Title:
Address:		Phone: ()
Are you currently a Pacific Pride User: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Gasoline <input type="checkbox"/> Yes <input type="checkbox"/> No Diesel: <input type="checkbox"/> Yes <input type="checkbox"/> No		Please check if DIESEL is for Off-Highway Use* <input type="checkbox"/> Yes <input type="checkbox"/> No
*If YES, Please read and acknowledge receipt of the following notification regarding RED DIESEL approved use: Red Diesel is for off-road use only. RED DIESEL cannot be used in any vehicle, truck, or tractor that is driven on road. If you are found to be operating a vehicle, truck, or tractor on the road with RED DIESEL in the fuel tank, you can incur a very substantial fine. By signing and dating below, you acknowledge you have read and understand the proper use of RED DIESEL fuel.		
Customer Name (Printed):		Title:
Signature:		Date:

P.O. Box 510, Marysville, CA 95901 (530) 742-7614 PH (530) 741-4970 Fax



GUARANTY

Date _____

In consideration of the financial and other accommodations made and to be made by **Stohlman & Rogers Inc. DBA Lakeview Energy Services** a California Corporation ("**LAKEVIEW ENERGY SERVICES**"), to (**Your Business Name**):

_____ ("**Customer**"), pursuant to that certain Fuel Card Use and Commercial Fueling Network and Affiliate Fuel Sites Access Agreement (**the "Agreement"**), the undersigned, **Guarantor Name:** _____ ("**Guarantor**" or "**the Guarantor**"), jointly and severally (if more than one), hereby absolutely and unconditionally guarantees to Lakeview Energy Services the prompt payment of claims of every nature and description of LAKEVIEW ENERGY SERVICES against Customer and any and every obligation and liability of Customer to LAKEVIEW ENERGY SERVICES of whatsoever nature and howsoever evidenced, whether now existing or hereafter incurred, whether originally contracted with LAKEVIEW ENERGY SERVICES, or subsequently acquired by LAKEVIEW ENERGY SERVICES, in whole or part, whether direct or indirect, absolute or contingent, secured or not secured, matured or not matured, all of which are hereinafter referred to as "Obligations".

1. Guarantor hereby covenants and agrees to and with LAKEVIEW ENERGY SERVICES, its successors and/or assigns, that if Customer shall at any time default in the payment or performance of the Obligations, Guarantor, in each and every instance, shall and will forthwith pay such Obligations to the LAKEVIEW ENERGY SERVICES, its successors and assigns, and shall and will forthwith faithfully perform and fulfill all of the Obligations, and will forthwith pay to LAKEVIEW ENERGY SERVICES any and all damages that may arise as a result of any default by Customer under any of the Obligations (including, without limitation, all reasonable attorneys' fees, disbursements and court costs suffered or paid by LAKEVIEW ENERGY SERVICES in any action or proceeding between LAKEVIEW ENERGY SERVICES and Customer, between LAKEVIEW ENERGY SERVICES and Guarantor or between LAKEVIEW ENERGY SERVICES and any third party or otherwise) caused by any such default and/or by the enforcement of this Guaranty.

2. Guarantor agrees that, with or without notice or demand, it shall reimburse LAKEVIEW ENERGY SERVICES for all costs and expenses (including, without limitation, reasonable attorney fees, disbursements and court costs) incurred by LAKEVIEW ENERGY SERVICES in connection with any action or proceeding brought by LAKEVIEW ENERGY SERVICES to enforce the obligations of Guarantor under this Guaranty.

3. Guarantor hereby consents that, from time to time, before or after any default by Customer, with or without further notice to or assent from Guarantor that, any security at any time held by or available to LAKEVIEW ENERGY SERVICES for any obligation of Customer, or any security at any time held by or available to LAKEVIEW ENERGY SERVICES for any obligation of any other person or party secondarily or otherwise liable for all or any portion of the Obligations, may be exchanged, surrendered or released and any obligation of Customer, or of any such other person or party, may be changed, altered, renewed, extended, continued, surrendered, compromised, waived or released in whole or in part, or any default with respect thereto waived, and LAKEVIEW ENERGY SERVICES may fail to set off and may release, in whole or in part, any balance of any deposit account or credit on its books in favor of Customer, or of any such other person or party, and may extend further credit in any manner whatsoever to Customer, and generally deal with Customer or any such security or other person or party as LAKEVIEW ENERGY SERVICES may see fit; and Guarantor shall remain bound under this Guaranty notwithstanding any such exchange, surrender, release, change, alteration, renewal, extension, continuance, compromise, waiver, inaction, extension of further credit or other dealing.

4. Guarantor hereby waives (a) notice of acceptance of this Guaranty and of the making of any loan or any advance to Customer; (b) presentment and demand for payment of the Obligations or any portion thereof; (c) protest and notice of dishonor or default to Guarantor or to any other person or party with respect to the Obligations or any portion thereof, (d) all other notices to which Guarantor might otherwise be entitled; and (e) any demand for payment under this Guaranty.

5. This Guaranty is an absolute and unconditional guaranty of payment and performance and not merely of collection. Guarantor waives any right to require that any action be brought against Customer or any other person or party or to require that resort be had to any security or to any balance of any deposit account or credit on the books of LAKEVIEW ENERGY SERVICES in favor of Customer or any other person or party.

6. Guarantor's obligations under this Guaranty shall remain in full force and effect without regard to, and shall not be modified, impaired or affected by, or diminished by reason of, any event or circumstance that might otherwise constitute a legal or equitable discharge of Guarantor, including, without limitation: (a) any amendment, extension or modification of, or addition or supplement to, any of the terms, conditions or provisions of any indebtedness of Customer to LAKEVIEW ENERGY SERVICES, or (b) any compromise, release, consent, extension, indulgence or other action or inaction in respect to any of the terms, conditions or provisions of any Obligations of Customer to LAKEVIEW ENERGY SERVICES; or (c) any consent, indulgence, exercise or non-exercise by LAKEVIEW ENERGY SERVICES of any right, power or remedy under or in respect of any Obligations, or any waiver of any such right, power or remedy or any dealings or transactions or matter or thing of any kind or nature between Customer and LAKEVIEW ENERGY SERVICES; or (d) any bankruptcy, insolvency, reorganization, arrangement, adjustment, composition, liquidation, or the like of Customer, or the discharge or release of Customer in any such bankruptcy proceeding; or (e) any limitations of Customer's liability that may now or hereafter be imposed by any statute, regulation or rule of law, or any illegality, irregularity, invalidity or unenforceability, in whole or in part, of any of the Obligations; or (f) any other circumstance, whether or not Guarantor shall have had notice or knowledge thereof, or (g) any modification or waiver of or change in any of the terms, covenants, conditions or provisions of any of the Obligations, notwithstanding that such modifications or amendments increase the liability of Guarantor hereunder.

LAKEVIEW ENERGY SERVICES
P. O. Box 510, Marysville CA 95901

7. Each reference herein to LAKEVIEW ENERGY SERVICES shall be deemed to include its successors and assigns, in whose favor the provisions of this Guaranty shall also inure. Each reference herein to Guarantor shall be deemed to include the heirs, executors, administrators, legal representatives, successors and permitted assigns of Guarantor.
8. **No** delay on the part of LAKEVIEW ENERGY SERVICES in exercising any right or remedy under this Guaranty or failure to exercise the same shall operate as a waiver in whole or in part of any such right or remedy
9. This Guaranty may be modified, amended, changed or terminated only by an agreement in writing signed by LAKEVIEW ENERGY SERVICES and Guarantor. No waiver of any term, covenant or provision of this Guaranty shall be effective unless given in writing by LAKEVIEW ENERGY SERVICES, and if so given by LAKEVIEW ENERGY SERVICES, shall be effective only in the specific instance in which given.
10. Guarantor acknowledges that this Guaranty and the obligations of the Guarantor under this Guaranty are and shall at all times continue to be absolute and unconditional in all respects, and shall at all times be valid and enforceable irrespective of any other agreements or circumstances of any nature whatsoever *that* might otherwise constitute a defense to this Guaranty and the obligations of Guarantor under this Guaranty or the obligations of any other person or party (including, without limitation, Customer) relating to this Guaranty or otherwise with respect to the Obligations.
11. Guarantor hereby irrevocably and unconditionally waives, and LAKEVIEW ENERGY SERVICES by its acceptance of this Guaranty irrevocably and unconditionally waives, any and all rights to trial by jury in any action, suit or counterclaim arising in connection with, out of or otherwise relating to this Guaranty.
12. Notwithstanding any payments made by Guarantor pursuant to the provisions of this Guaranty, Guarantor shall have no right of subrogation in and to any of the Obligations or the payment thereof until the Obligations have been paid in full to LAKEVIEW ENERGY SERVICES or performed and all preference periods have lapsed. Guarantor agrees that if any payment made by the Customer or Guarantor to LAKEVIEW ENERGY SERVICES or any portion of the Obligations is rescinded, recovered from or repaid by LAKEVIEW ENERGY SERVICES, in whole or in part in any bankruptcy, insolvency or similar proceeding instituted by or against Customer or Guarantor, this Guaranty shall continue to be fully applicable to such Obligations to the same extent as though the payment so recovered or repaid had never originally been made on such Obligations regardless of, and, without giving effect to, any discharge or release of Guarantor's obligations hereunder granted by LAKEVIEW ENERGY SERVICES after the date hereof.
13. THIS GUARANTY IS, AND SHALL BE DEEMED TO BE, A CONTRACT ENTERED INTO UNDER AND PURSUANT TO THE LAWS OF THE STATE OF CALIFORNIA AND SHALL IN ALL RESPECTS BE GOVERNED, CONSTRUED, APPLIED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW OF SUCH STATE. NO DEFENSE GIVEN OR ALLOWED BY THE LAWS OF ANY OTHER STATE OR COUNTRY SHALL BE INTERPOSED IN ANY ACTION OR PROCEEDING HEREON UNLESS SUCH DEFENSE IS ALSO GIVEN OR ALLOWED BY THE LAWS OF THE STATE OF CALIFORNIA.
14. FOR ANY CLAIM, ACTION, OR DISPUTE ARISING UNDER, OR TO INTERPRET OR APPLY, THIS GUARANTY, OR TO RESOLVE ANY DISPUTE ARISING UNDER THIS GUARANTY OR THE RELATIONSHIP BETWEEN THE PARTIES, GUARANTOR IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF CALIFORNIA AND THE UNITED STATES DISTRICT COURT LOCATED IN THAT STATE. GUARANTOR IRREVOCABLY WAIVES ANY OBJECTION THAT IT MAY HAVE AT ANYTIME TO VENUE OF ANY SUCH SUIT, ACTION, OR PROCEEDING BROUGHT IN ANY SUCH COURT, INCLUDING ANY CLAIM THAT ANY SUCH SUIT, ACTION, OR PROCEEDING SO BROUGHT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. NOTHING IN THIS GUARANTY SHALL BE DEEMED TO PRECLUDE LAKEVIEW ENERGY SERVICES FROM BRINGING ANY SUIT, ACTION, OR PROCEEDING RELATING TO THIS GUARANTY IN ANY OTHER JURISDICTION WHERE LAKEVIEW ENERGY SERVICES COULD OTHERWISE PROPERLY BRING SUCH SUIT, ACTION, OR PROCEEDING.
15. No exculpatory provisions, if any, contained in any of the Obligations shall in any event or under any circumstance be deemed or construed to modify, qualify or affect in any manner whatsoever the personal recourse obligations and liabilities of Guarantor under this Guaranty.
16. In the event that there is more than one guarantor, this Guaranty may be executed in one or more counterparts by some or all of the parties hereto, each of which counterpart shall be an original and all of which together shall constitute a single agreement of guaranty. The failure of any party listed below to execute this Guaranty, or any counterpart hereof, shall not release any other party from his obligations hereunder.
17. The undersigned consents to LAKEVIEW ENERGY SERVICES obtaining consumer credit reports on Guarantor for the purpose of evaluating the credit worthiness of Guarantor, in connection with an application for business credit.

IN WHEREOF, Guarantor has duly executed this Guaranty the day and year first above set forth.

Date: _____ Guarantors Wet Signature: _____ (must print and sign by hand)

Address: _____ City: _____ State: _____ Zip: _____

Facsimile, scanned, electronic signatures shall have the same force and effect as an original signature.

LAKEVIEW ENERGY SERVICES
P. O. Box 510, Marysville CA 95901



Agreement: ACH Authorization

This Agreement governs ACH transactions initiated by LAKEVIEW ENERGY SERVICES to credit or charge the Company indicated below. Both parties agree to be bound by NACHA Operating Rules as they pertain to all ACH transactions initiated by LAKEVIEW ENERGY SERVICES that credit or debit the Company bank account listed below and acknowledge that the origination of ACH transactions to the listed account must comply with provisions of U.S. law. This Agreement provides authorization for individual or recurring transactions to be initiated by LAKEVIEW ENERGY SERVICES. This Agreement will remain in full effect until Company cancels it in writing. Both parties agree that this Agreement in conjunction with any of the designated methods constitutes authorization to debit Company's business bank account

Please complete the information below:

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS) AKA ELECTRONIC FUNDS TRANSFER (EFT)

Company Name _____ Account Number _____

I (we) hereby authorize Stohman & Rogers Inc., dba Lakeview Petroleum, hereinafter called COMPANY, to initialize debit entries to Checking Account or Savings Account (select one) indicated below at the depository financial institution named below, hereinafter called DEPOSITORY, and to debit the same to such account. I (we) acknowledge that the organization of ACH transactions to my (our) account must comply with the provisions of U.S. law. PLEASE INCLUDE A COPY OF A VOIDED CHECK WHEN RETURNING FORM. Please fax form and voided check to (530) 741-4970 (fax).

Bank Account Information

Name _____ Branch _____
City _____ State _____ Zip _____
Routing Number _____ Account Number _____

I certify that I am an authorized representative of the Company indicated above and that I have the authority to enter into this Agreement on the Company's behalf. Company understands that this authorization will remain in effect until it is canceled in writing at least 15 days in advance of any changes or termination of this authorization. In the case of an ACH Transaction being rejected for Non-Sufficient Funds (NSF) a \$25.00 charge will be apply. Company agrees that LAKEVIEW ENERGY SERVICES may attempt to process the charge again within 30 days. Company agrees to an additional \$25.00 charge for each additional attempt to process the NSF, be initiated as a separate transaction from the authorized payment. Company has certified that the above business bank account is enabled for ACH transactions and agrees to reimburse LAKEVIEW ENERGY SERVICES for all penalties and fees incurred as a result of Company's bank rejecting ACH debits or credits as a result of the account not being properly configured for ACH transactions. Company acknowledges that the origination of ACH transactions to its account must comply with the provisions of U.S. law. Facsimile, scanned, electronic signatures shall have the same force and effect as an original signature.

Name _____ Signature _____
Date _____ Title _____

Email Address(s) for Draft Notification: _____

PLEASE INITIAL BELOW

Automatic deduction will vary depending on the selected customer billing profile, and/or, arranged billing cycle and terms. However, if the draft (eft/ach) date, or end of the month falls on a Saturday, Sunday or Holiday, the Electronic Funds Transfer (EFT) draft will occur on the prior working business day.

INITIALS _____

LAKEVIEW ENERGY SERVICES
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Customer Profile

Monthly Average Gallon Usage:

- Diesel: _____ Gas: _____ DEF: _____ Oil: _____
- Other: _____ Antifreeze: _____ Grease: _____ Trans Fluids: _____

Name	E- Mail Address	Fleet invoices Statements And EFT Notices	CSV Files Comma Separated	Card Modification Access	e-receipts	Alerts	Fuel Pricing	Informative e-mails

Customer Billing Profile

Daily Invoicing/EFT Net Next Day

3 Invoices Per Week (M-W-F)/EFT Net Next Day

- Monday- Invoiced for transactions that occurred the prior FRIDAY-SATURDAY-SUNDAY- This invoice would be due on TUESDAY - Next Day
- Wednesday- Invoiced for transactions that occurred the prior MONDAY-TUESDAY- This invoice would be due on THURSDAY- Next Day
- Friday- Invoiced for transactions that occurred the prior WEDNESDAY-THURSDAY-This invoice would be due on MONDAY - Next Day

Weekly Invoicing/EFT Net 4

- Monday - Invoiced for transactions that occurred the prior MONDAY thru SUNDAY. This invoice would be due by end of week on FRIDAY.

Ten Day invoicing / Eft Net 9

- These invoices would be due 9 days from invoice date.
- 1st - 10th on the 11th
- 11th - 20th on the 21st
- 21st or last day month

Credit Cards = plus 3.25% calculated into fuel cost

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