

This Credit Application will not be deemed complete unless/until:

- 1) the Application is filled out completely and is signed by an authorized representative;
- 2) the applicable federal tax number for Applicant is provided where indicated below;
- 3) current financials (last annual and year-to-date) are provided; and
- 4) the accompanying Guaranty form is completed and signed by the Applicant by an authorized representative;

Applicant requests that Star Fuel extend its credit in connection with the purchase of fuel and the preceding information is provided for the purpose of obtaining that credit and is warranted to be true and accurate. I/We hereby authorize (i) Star Fuel of Oklahoma, LLC ("Star Fuel") to investigate all references and credit information sources regarding my/our credit and financial responsibility for the purpose of obtaining credit or maintaining a credit relationship.

Applicant acknowledges and agrees:

- (a) delinquent accounts will be charged interest/late payment fees in accordance with Star Fuel's standard credit policies;
- (b) it must notify Star Fuel in writing of any change in ownership or in the structure of Applicant or of any adverse change in financial condition;
- (c) to provide Star Fuel updated financial information periodically upon request;
- (d) it must notify Star Fuel in writing of any disputed invoice charge within seven (7) days after the date of the invoice (indicating invoice number or providing a copy of the involved invoice and indicating the amount of the disputed charge and the detailed basis for the dispute), or all charges not timely disputed will be deemed correct;
- (e) Products are warranted to be consistent with product descriptions and specifications provided to Customer. Star Fuel will replace without charge any Product that does not conform. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE DISCLAIMED BY STAR FUEL.** Further, replacement of non-conforming Product shall be the sole and exclusive remedy for any such failure. **IN NO EVENT SHALL STAR FUEL BE LIABLE FOR COST TO PROCURE SUBSTITUTE GOODS, LOSS OF PROFITS, OR ANY OTHER SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED.**

Applicant certifies that this request for the extension of credit is for business purposes only and not for the extension of credit for personal, family or household purposes and its signature below (by an authorized representative) attests to Applicant's financial responsibility and willingness to pay in accordance with credit terms granted by Star Fuel and Star Fuel's credit policies.



Personal Financial Statement

Contact your representative at the bank if you have any questions regarding the completion of this form.

You may apply for a credit extension or financial accommodation individually or jointly with a co-Applicant. This statement and any applicable supporting schedules may be completed jointly if the assets and liabilities of applicant and co-applicant are sufficiently joined so that the statement can be meaningfully and fairly presented on a combined basis; otherwise separate statement and schedules are required.

APPLICANT

Name _____

Date of Birth _____ Social Security Number _____

Address _____

City _____ State _____ Zip _____

Home Telephone Number_() _____ Work Telephone Number_() _____

Present Employer _____

Position _____

Address _____ City _____ State _____ Zip _____

CO-APPLICANT

Name _____

Date of Birth _____ Social Security Number _____

Address _____

City _____ State _____ Zip _____

Home Telephone Number_() _____ Work Telephone Number_() _____

Present Employer _____

Position _____

Address _____ City _____ State _____ Zip _____



- Round all amounts to the nearest \$100
- Attach separate sheet if you need more space to complete detail schedule

SCHEDULE 3-SECURITIES OWNED

<u>No. of Shares or Bond Amt.</u>	<u>Description</u>	<u>In Whose Name(s) Registered</u>	<u>Cost</u>	<u>Present Market Value</u>	<u>L-Listed U-Unlisted</u>
TOTAL					

SCHEDULE 4-LIFE INSURANCE

<u>Insured</u>	<u>Insurance Company</u>	<u>Beneficiary</u>	<u>Face Value of Policy</u>	<u>Cash Value</u>	<u>Loans</u>
TOTAL					

SCHEDULE 5-REAL ESTATE

<u>Address & Type of Property</u>	<u>Title In Name(s) of</u>	<u>Monthly Income</u>	<u>Cost & Year Acquired</u>	<u>Present Market Value</u>	<u>Amount of Insurance</u>
Homestead			\$ Year:		
			\$ Year:		
			\$ Year:		
			\$ Year:		
			\$ Year:		
			\$ Year:		
			\$ Year:		
			\$ Year:		

SCHEDULE 6-MORTGAGES OR LIENS ON REAL ESTATE

<u>To Whom Payable</u>	<u>How Payable</u>	<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Unpaid Balance</u>
Homestead	\$ per			
	\$ per			
	\$ per			
	\$ per			
	\$ per			
	\$ per			
TOTAL				

PERSONAL GUARANTY

1. In consideration of the benefits inuring to it and to induce STAR FUEL OF OKLAHOMA, LLC, a Kansas limited liability company (hereinafter "Supplier") to extend credit or grant other financial accommodations to _____ (hereinafter individually "Obligor" or collectively "Obligors") with respect to the delivery of fuel products to one or more convenience stores/service station facilities owned and/or operated by Obligor(s) (the "Store" or "Stores", as the case may be) and/or with respect to a certain Supply Agreement between Obligor(s) and Supplier, the undersigned does/do hereby unconditionally guarantee, jointly and severally (if more than one), the full and timely payment, observance or performance, when due, whether at the stated time, by acceleration or otherwise of all obligations to be performed and the due and punctual payment of all sums to be paid or becoming due by or from Obligor(s), howsoever created, of whatsoever kind, whether direct or indirect, absolute or contingent, whether now or hereafter existing, or due or to become due, including, but not limited to, any and all amounts owed by Obligor(s) to Supplier with respect to the delivery of fuel products to the Store(s) or advances made or incentives paid to Obligor(s) or for the Store(s) (collectively the "Fuel Payables"), applicable interest or penalties, all sums advanced or expenses or costs paid or incurred (including without limitation reasonable attorney's fees and legal expenses) with respect to the Fuel Payables and any amounts related in any way to extensions, modifications, changes, substitutions, renewals, increases or decreases with respect to the Fuel Payables. The undersigned acknowledge(s) that he/she/it is either financially interested in Obligor(s) or will receive or derive other material economic benefits as a result of the extension(s) of credit or grant of other financial accommodations by Supplier to Obligor(s), that this Guaranty is a material inducement to Supplier to extend credit or make financial accommodations to Obligor(s), that there is consideration for this Guaranty and this Guaranty is valid and enforceable according to its terms. The undersigned's obligations and liabilities under this Guaranty shall constitute direct and primary obligations and liabilities, and Supplier may proceed against the undersigned under this Guaranty without exhausting or enforcing its remedies against Obligor(s), in Supplier's sole discretion, and the undersigned agrees to pay Supplier the amount of any liability under this Guaranty forthwith upon demand therefor.

2. The undersigned hereby waive(s) all notice from Supplier (including, but not limited to, notice of acceptance or dishonor), presentment, demand for payment, protest and any other formalities upon nonpayment or default by Obligor(s); hereby consent(s) to and waive(s) notice of all modifications, amendments, renewals or extensions of the credit, accommodations and any indulgences extended to Obligor(s) by Supplier; hereby agree(s) that his/her/its obligations under this Guaranty shall not be released, discharged or in any way affected, nor shall the undersigned have any rights or recourse against Supplier, by reason of any action or failure to act by Supplier in exercising the foregoing powers and authority; and the undersigned hereby agrees that its liability under this Guaranty shall not be affected by any irregularity, invalidity or unenforceability with respect to the credit, accommodations or indulgences extended to Obligor(s). No delay on the part of Supplier in exercising any rights or remedies shall constitute a waiver thereof, and no waiver of any default shall be, or be deemed or construed to be, a waiver of any other or subsequent default or of any rights upon default.

3. This Guaranty shall be binding on the undersigned, and its successors and assigns, and it shall be a continuing, absolute and unconditional guaranty, and it shall remain in full force and effect, until all liabilities or obligations with respect to credit, accommodations or indulgences extended to Obligor(s) are paid, performed or satisfied in full. This Guaranty may be terminated by the undersigned upon delivery of at least thirty (30) days' prior written notice to Supplier by certified or registered mail, but the delivery of such notice shall not terminate this Guaranty or relieve the undersigned from liability as to any amount which has been incurred or has accrued prior thereto.

4. To the maximum extent permitted by applicable law, the undersigned agrees to pay all expenses (including, without limitation, reasonable attorney's fees) paid or incurred by Supplier in enforcing this Guaranty, and any amounts due under this Guaranty shall bear interest at the lower of (i) one and one-half percent (1 ½%) per month or (ii) the highest rate permitted under applicable law. In the event of written termination of this Guaranty by the undersigned, such notice of termination shall not release or in any way affect any of the undersigned's liability or obligation under this Guaranty which has already accrued or any continuing or ongoing liability related thereto.

5. Supplier is authorized to investigate the undersigned's personal credit.

Dated this ____ day of _____, 2009.

GUARANTOR'S SIGNATURE:

Print Name: _____

Date: _____

Electronic Fund Transfer Authorization
Debt/Credit Agreement
Attach a voided check

Customer Name _____ Telephone _____

Customer Address _____ City _____ State _____ Zip _____

_____ (Customer) hereby authorizes, Star Fuel of Oklahoma LLC and it's wholly owned subsidiaries and affiliates entries to _____ bank account indicated below and the bank named below to debit or credit such transactions.

Bank Name _____ Branch _____

Bank Information _____ City _____ State _____ Zip _____

Transit/ABA Number _____ Account Number _____

Bank Telephone number _____ Checking _____ Savings _____

This authority shall remain in effect until terminated upon 15 days written notice to or from Star Fuel of Oklahoma LLC, at 10777 Barkley, Suite 100, Overland Park, KS 66211. Notice of termination shall in no way affect debit or credit transactions initiated prior to actual receipt of notice.

The products and current applicable terms of sale subject to this agreement are listed below. The terms of sale in effect this date are subject to change at any time upon notification by Star Fuel of Oklahoma LLC.

Product/Service _____ Terms _____ Customer Number _____

All other credit terms, terms of sale and requirements between Star Fuel of Oklahoma LLC and _____ remain in effect. It is understood that this authorization is subject to credit approval by Star Fuel of Oklahoma LLC.

Authorized this _____ day _____, _____.

Printed Name _____ Signature _____

* Note: obtain correct Transit/ABA number from the bank for EFT transactions.

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Customer Set-Up Sheet

Date _____

Customer Name _____ Business Name _____

Shipping Address _____ City _____ State _____ Zip _____

Billing Address _____ City _____ State _____ Zip _____

Store Phone () _____ Fax () _____ Manager _____

Copy of Drivers License YES NO - Completed Credit Application YES NO - Pictures(3) YES NO

Copies of Last 2 years tax returns (Corporate & Personal) YES NO

Is property owned YES NO - Copy of Lease & Terms of Agreement YES NO

Results of Credit Check _____ Corp. in good Standing? YES NO

Supply Contract Date _____ Federal Tax ID # _____

Letter of Credit or Security provided YES NO Amount \$ _____

Incentive Agreement with Branded Supplier YES NO Date of Agreement _____

Supplier Name _____ Added as Additional Insured (attach copy) _____

POS # _____ EFT Form (Completed and attach with Voided check) YES NO

TANKS (Circle One) Above Ground (Vertical) or (Horizontal) Below Ground

Number of Tanks _____ Manifolds? YES NO _ if YES, explain _____

Tank Sizes: NO LEAD _____ MID-GRADE _____ PREMIUM _____ DIESEL _____

NO LEAD _____ MID-GRADE _____ PREMIUM _____ DIESEL _____

Monitoring Device? YES NO - if YES, Make & Model# _____

Copy of Tank Charts YES _____ NO _____ Copy of Tank Permits YES NO

Store Hours _____ Distance From Terminal _____ Freight Class _____

IF CLOSED: Contact Person _____ Phone # _____

Brand _____ Primary Terminal _____ Back-Up Terminal _____

Mark-Up _____

Wholesale Representative

