



**NEVADA FUEL DISTRIBUTORS, LLC**

**4495 W. Hacienda Ave, Suite 7A**

Las Vegas, NV 89118

Phone: 725.214.7351

Fax: 702.522.8399

Dear Prospective Customer of Nevada Fuel Distributors, LLC:

Thank you for your interest in purchasing fuel products from Nevada Fuel Distributors, LLC. Please complete and sign the following credit application so we can proceed with establishing you as a customer of Nevada Fuel Distributors, LLC. Each owner of the applicant who owns more than 20% of the applicant must submit a personal financial statement. We will send these additional owners a Credit Application after we receive your completed application. To help you complete the credit application, we have provided some additional instructions below.

1. You must complete every field in order to submit the credit application. If a field is not applicable, please complete the field by marking it with a dash (-). Complete all areas of the application, including references and all applicable addresses, telephone numbers, fax numbers, and email addresses.
2. Please be sure the provided information is accurate, especially your social security number and the social security number for all other owners who own more than 20% of the business.
3. After submitting the credit application, you will also need to email or fax the following documents to Val A. val@nevadafueledistributors.com or (702) 522-8399:
  - a. A copy of a voided check for Electronic Fund Transfers.
  - b. Your most recent Federal Income Tax Return.
  - c. Current financial information for the last 24 months, including an income statement and balance sheet for the business that is applying for credit.

Again, thank you for your interest in Nevada Fuel Distributors, LLC. Please feel free to call your sales representative or Val with any questions.



**NEVADA FUEL DISTRIBUTORS, LLC**  
**4495 W. Hacienda Ave, Suite 7A**  
 Las Vegas, NV 89118  
 Phone: 725.214.7351  
 Fax: 702.522.8399

## CREDIT APPLICATION (Business Entity)

### BUSINESS INFORMATION

Legal Name of Applicant (Entity name of Business)		DBA (If different from legal name)			
Type of Business	Date Company Established	State Where Company was Formed		Federal Tax ID #	
Authorized Signor	Title		Email		
Authorized Signor	Title		Email		
Company Street Address		City		State	Zip
Mailing Address		City		State	Zip
Company Contact	Title		Email		
Telephone #	Cell #		Fax #		
Accounts Payable Contact		How would you like to receive Invoices?			
Gas Station Street Address		City		State	Zip
Do you Own or Lease Gas Station Location		Landlord Name		Landlord Telephone #	
Number of Owners of Applicant*					
Name of First Owner of Applicant	Ownership Percentage	Email		Social Security Number	
Name of Second Owner of Applicant	Ownership Percentage	Email		Social Security Number	
Name of Third Owner of Applicant	Ownership Percentage	Email		Social Security Number	
Name of Fourth Owner of Applicant	Ownership Percentage	Email		Social Security Number	

**\* List each owner of applicant who owns more than 20% of applicant. Each listed owner must complete a Credit Application and submit a personal financial statement.**





**NEVADA FUEL DISTRIBUTORS, LLC**  
**4495 W. Hacienda Ave, Suite 7A**  
 Las Vegas, NV 89118  
 Phone: 725.214.7351  
 Fax: 702.522.8399

**CREDIT APPLICATION**  
**(Business Entity - Continued)**

**General Terms**

By signing this Credit Application (“Application”), the applicant (“Applicant”) hereby authorizes Nevada Fuel Distributors, LLC. and its affiliates (“NFD”) to initiate debit or credit entries to Applicant’s account listed above (electronic funds transfer) with respect to fuel sold to the Applicant by NFD, subject to the daily limitation, if any, and does further authorize the financial institution named above to debit such entries to the Applicant’s account. This authority shall remain in effect until terminated upon fifteen (15) days written notice by either Applicant or Nevada Fuel Distributors, LLC. Notice of termination shall in no way effect entries initiated prior to actual receipt of notice.

The Applicant (and the person signing on behalf of the Applicant) hereby certifies that all information contained in this Application, and all attachments hereto, are true and accurate and are made for the purpose of obtaining credit for business purposes, and not for personal or family use. The Applicant authorizes NFD to obtain and use consumer credit reports on the Applicant, now and from time to time, as may be needed in the credit evaluation and review process and for other business -related purposes and waives any right or claim such Applicant would otherwise have under the Fair Credit Reporting Act in absence of this continuing consent. The Applicant further authorizes any government agency, bank, or other financial institution to release credit information on such applicant's accounts to NFD. It is understood that extending, increasing, decreasing, or denying credit is at the sole discretion of NFD. If credit is extended, the Applicant agrees that submitting an electronic, photocopy, or facsimile copy of a signed authorization shall be deemed to be binding, valid, genuine, and authentic as an original-signature document for all purposes.

In consideration of any extension of credit, the Applicant agrees to the terms hereof and to the conditions of sales set forth on each invoice. The Applicant further agrees to reimburse NFD for any bank charges or transaction-handling fees, including fees resulting from a payment being returned as “Not Sufficient Funds.” Unless otherwise stipulated by a written contract with NFD, the Applicant also agrees that costs of collection of past due accounts, including attorneys’ fees, legal costs, and finance charges will be added to the account balance. The Applicant hereby agrees that all legal proceedings or actions arising out of this Application may be heard and determined in any state or federal court sitting or otherwise serving Bonneville County, Idaho and Idaho law shall govern any dispute hereunder.

Applicant: \_\_\_\_\_  
 By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_



**NEVADA FUEL DISTRIBUTORS, LLC**  
**4495 W. Hacienda Ave, Suite 7A**  
Las Vegas, NV 89118  
Phone: 725.214.7351  
Fax: 702.522.8399

## **PERSONAL GUARANTY**

To induce Nevada Fuel Distributors, LLC., a Nevada corporation, and its affiliates and subsidiaries (collectively "Supplier") to sell and advance credit for the sale of gasoline, diesel, or other petroleum products ("Products") to the party identified on the signature page hereto as the Purchaser ("Purchaser"), the individual signing this Guaranty ("Guarantor") hereby absolutely and unconditionally jointly and severally guarantees to Supplier the full and punctual payment and satisfaction of all extensions of credit for Products sold to Purchaser, and the performance and discharge of all other debts, liabilities, and obligations of every kind owing by Purchaser to Supplier (including, but not limited to, Purchaser's obligations to Supplier under any fuel supply agreement entered into by and between Supplier and Purchaser and all funds advanced by Supplier to Purchaser for imaging enhancements), whether direct or indirect, absolute or contingent, liquidated or unliquidated, whether the same or of a different nature and whether existing now or in the future, including interest thereon and all costs, expenses, and attorneys' fees incurred by Supplier at any time to collect any of the foregoing, to realize on any collateral securing any of the foregoing or this Guaranty, to enforce this Guaranty, and any amounts owed under any indemnities (collectively, the "Guaranteed Obligations").

Supplier may at any time and from time to time give Purchaser such extensions of credit as Supplier determines, for which this shall be a continuing guaranty for all Guaranteed Obligations that were made or incurred or Supplier was obligated to provide, prior to the time Supplier receives written notice from Guarantor canceling this Guaranty. In the event that this Guaranty is revoked in writing by Guarantor, said revocation shall have no effect on the continuing liability of Guarantor to guarantee unconditionally the prompt payment of all Guaranteed Obligations that are contracted or incurred before the revocation becomes effective, including such prior Guaranteed Obligations that are subsequently renewed, modified, or extended after the revocation becomes effective, as well as all extensions of credit made after revocation pursuant to commitments made prior to such revocation. Revocation of this Guaranty by Guarantor shall not relieve any other guarantor of any liability hereunder after the effective date of such revocation.

This Guaranty is an independent obligation of Guarantor, which is independent of any other guarantor and the obligations and liabilities of Purchaser. A separate action may be brought against Guarantor irrespective of whether an action is brought against Purchaser or any other guarantor, and whether Purchaser or any other guarantor be joined in any action or actions. This Guaranty is a guaranty of payment and performance not of collection.

There are no conditions precedent to the effectiveness of this Guaranty and this Guaranty has been duly executed and delivered and constitutes a valid and legally binding obligation of Guarantor enforceable in accordance with its terms, regardless of whether Supplier obtains other collateral or any guaranties from others or takes any other action against Guarantor.

Guarantor covenants and agrees that Guarantor shall be liable and responsible for and shall pay to Supplier promptly upon demand all sums that may be due or become due to Supplier by Purchaser whether the same is represented by open account, notes, leases, or otherwise, whether due at maturity or upon extensions or renewals thereof, and that the terms of payment agreed upon by and between Supplier and Purchaser shall be fully binding upon Guarantor without notice of any nature. Guarantor expressly waives all pleas of discussion and division and all notice of the acceptance of this Guaranty. Guarantor agrees that Supplier may do or refrain from doing any of the following without notice to, or the consent of, Guarantor without reducing or discharging Guarantor's liability under this Guaranty: (i) renew, amend, modify, extend, or release any existing or future Guaranteed Obligations (including changing the interest rate, or amount, time, or manner of payment of any Guaranteed Obligations), and make additional extensions of credit to Purchaser (which will become additional Guaranteed Obligations), regardless of when such modifications or additional extensions of credit are made and regardless of whether they are similar to or different from any other Guaranteed Obligations; (ii) amend, supplement, and waive compliance with any of the provisions of documents evidencing or related to any of the

Guaranteed Obligations (including, but not limited to any Fuel Supply Agreements or leases); (iii) settle, modify, release, compromise, or subordinate any Guaranteed Obligation, any collateral securing any of the Guaranteed Obligations, or the liability of any other party responsible for payment of any Guaranteed Obligation; and (iv) accept partial payments and apply any payments and all other amounts received from Purchaser from liquidation of any collateral or from any other guarantor to the Guaranteed Obligations (or any other amounts due to Supplier) in any manner that Supplier elects. Guarantor also expressly agrees that Guarantor's liability will not be reduced or discharged by Supplier's failure or delay in perfecting (or to continue perfection of) any security interest, mortgage, or other lien on any collateral securing the Guaranteed Obligations or this Guaranty, if any, or to protect the value or condition of any such collateral.

Except as prohibited by applicable law, Guarantor waives any right to require Supplier to (i) continue extending credit to Purchaser; (ii) make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Guaranteed Obligations or of any nonpayment related to any collateral, or notice of any action or non-action on the part of Purchaser, Supplier, any surety, endorser, or other guarantor in connection with the Guaranteed Obligations; (iii) resort for payment or to proceed directly or at once against any person, including Purchaser or any other guarantor; (iv) proceed directly against or exhaust any collateral held by Supplier.

Guarantor also waives any and all rights or defenses arising by reason of (i) any "one action" or "anti-deficiency" law or any other law that may prevent Supplier from bringing any action, including a claim for deficiency, against Guarantor, before or after Supplier's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (ii) any election of remedies by Supplier that destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Purchaser for reimbursement, including, without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging the Guaranteed Obligations; (iii) any disability or other defense of Purchaser, of any other guarantor, or of any other person, or by reason of the cessation of Purchaser's liability from any cause whatsoever, other than payment in full in legal tender, of the Guaranteed Obligations; (iv) any right to claim discharge of the Guaranteed Obligations on the basis of unjustified impairment of any collateral for the Guaranteed Obligations; (v) any statute of limitations, if at any time any action or suit brought by Supplier against Guarantor is commenced there is outstanding Guaranteed Obligations of Purchaser to Supplier, which is not barred by any applicable statute of limitations; (vi) the benefit of the homestead or other exemptions; or (vii) any defenses given to guarantors at law or in equity other than actual payment and performance of the Guaranteed Obligations.

Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment, or similar right, whether such claim, demand, or right may be asserted by Purchaser, Guarantor, or both. Guarantor agrees that the Guaranteed Obligations, whether now existing or hereafter created, shall be superior to any claim that Guarantor may now have or hereafter acquire against Purchaser, whether or not Purchaser becomes insolvent.

Guarantor warrants and agrees that (i) each of the waivers set forth above are made with Guarantor's full knowledge of its significance and consequences, (ii) Guarantor has had an opportunity to consult with Guarantor's attorney regarding this Guaranty and the waivers contained herein, and (iii) under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law or public policy.

Until all liabilities of Purchaser to Supplier in respect of the Guaranteed Obligations have been paid in full, Guarantor shall have no right of subrogation to, and waives to the fullest extent permitted by law, any right to enforce any remedy that Supplier now has or may hereafter have against Purchaser in respect of the payment and performance by Purchaser of its obligations under this Guaranty. Guarantor understands that the exercise by Supplier of certain rights and remedies may affect or eliminate Guarantor's right of subrogation against Purchaser or any guarantor and that Guarantor may therefore incur partially or totally non-reimbursable liability hereunder. Nevertheless, Guarantor authorizes and empowers Supplier, its successors, endorsees, and assigns, to exercise in its or their sole discretion, any rights and remedies, or any combination thereof, which may then be available, it being the purpose and intent of Guarantor that the obligations hereunder shall be absolute, continuing, independent, and unconditional.

Guarantor represents and warrants to Supplier that (i) Guarantor is sufficiently knowledgeable and experienced in financial and business matters to evaluate and understand the risks assumed in connection with the execution of this

Guaranty; (ii) Guarantor has had the opportunity to examine the records, reports, financial statements, and other information relating to the financial condition of Purchaser and the Guaranteed Obligations; (iii) Guarantor has relied solely upon investigations of Purchaser's financial condition conducted by Guarantor or Guarantor's authorized representative in deciding to execute this Guaranty; and (iv) Guarantor, or its authorized representative, shall continue to independently review, monitor, and investigate the financial condition of Purchaser and shall independently keep Guarantor informed of the terms of Purchaser's present and future credit facilities and other financial relationships with Supplier while this Guaranty is in effect. Guarantor specifically relieves Supplier of any duty, obligation, or responsibility of any nature whatsoever to advise Guarantor of any change in Purchaser's financial condition or in the terms of Purchaser's present or future credit facilities and other financial relationships with Supplier.

Guarantor warrants that all financial information previously provided to Supplier is, and all financial information provided to Supplier in the future will be, complete and accurate and prepared in accordance with applicable accounting standards and that no material adverse change has occurred in Guarantor's financial condition since such information was given to Supplier. Guarantor covenants and agrees that while this Guaranty is in effect, Guarantor shall provide to Supplier from time to time upon request any information regarding Guarantor's financial condition that Supplier reasonably requests; and without request, Guarantor will provide to Supplier the following financial information, in form and content acceptable to Supplier: annual balance sheet and income statement prepared according to applicable accounting standards, and an annual copy of Guarantor's filed tax returns, thirty (30) days from the date they are filed.

If Guarantor dies, ceases to exist, becomes the subject of any incompetency proceedings, becomes the subject of any bankruptcy or insolvency proceedings, or fails to comply with the terms of this Guaranty, any document securing this guaranty or any related document then Guarantor's liability hereunder to pay the Guaranteed Obligations shall become immediately due and payable whether or not the Guaranteed Obligations are then due and payable by Purchaser or any other guarantor.

So long as any of the Guaranteed Obligations shall be outstanding, Guarantor shall not, without the prior written consent of Supplier, commence or join with any other party in commencing any bankruptcy, reorganization, or insolvency proceedings of or against Purchaser, and if Guarantor holds an interest in Purchaser, Guarantor shall not vote in favor of a bankruptcy filing by Purchaser or otherwise facilitate such filing. Notwithstanding, Guarantor understands and acknowledges that, by virtue of this Guaranty, Guarantor has specifically assumed any and all risks of a bankruptcy or reorganization case or proceeding with respect to Purchaser. As an example, and not by way of limitation, a subsequent modification of the underlying obligations owed to Supplier by Purchaser in a bankruptcy shall not modify the Guaranteed Obligations owed by Guarantor, which shall be owing to Supplier upon any bankruptcy filing by Purchaser, and shall be promptly paid. In any bankruptcy or other proceeding in which the filing of claims is required by law, Guarantor shall file all claims that Guarantor may have against Purchaser or relating to any indebtedness of Purchaser to Guarantor and to the extent that any Guaranteed Obligations shall be outstanding, Guarantor shall assign to Supplier all rights of Guarantor thereto. If Guarantor does not file any such claim, Supplier, as attorney-in-fact for Guarantor, is hereby authorized to do so in the name of Guarantor or, in Supplier's discretion, to assign the claim to a nominee and to cause proof of claim to be filed in the name of Supplier's nominee. The foregoing power of attorney is coupled with an interest and cannot be revoked. Supplier or its nominee shall have the right, in its reasonable discretion, to accept or reject any plan proposed in such proceeding and to take any other action that a party filing a claim is entitled to do. In all such cases, whether in administration, bankruptcy, or otherwise, the person or persons authorized to pay such claim shall pay to Supplier the amount payable on such claim and, to the full extent necessary for that purpose, Guarantor hereby assigns to Supplier all of Guarantor's rights to any such payments or distributions; provided, however, Guarantor's obligations hereunder shall not be satisfied except to the extent that Supplier receives cash by reason of any such payment or distribution. If Supplier receives anything hereunder other than cash, the same shall be held as collateral for amounts due under this Guaranty. Notwithstanding anything to the contrary herein, the liability of Guarantor hereunder shall be reinstated and revised, and the rights of Supplier shall continue, with respect to any amount at any time paid by or on behalf of Purchaser to Supplier that Supplier shall thereafter restore or return by reason of the bankruptcy, insolvency, or reorganization of Purchaser or for any other reason, all as though such amount had not been paid.

Supplier may, at any time and from time to time, assign, conditionally or otherwise, all of its rights under any document evidencing an obligation under this Guaranty, whereupon such assignee shall succeed to all rights of Supplier hereunder.

Supplier, or each successor holder of an assigned obligation hereunder, may give written notice to Guarantor of any such assignment, but any failure to give, or delay in giving, such notice shall not affect the validity or enforceability of any such assignment. This Guaranty and the obligations hereunder may not be assigned by Guarantor without the prior written consent of Supplier, which consent may be withheld at Supplier's sole and absolute discretion.

This Guaranty shall be construed, interpreted, and enforced in accordance with the laws of the State of Idaho without regard to the choice of law provisions thereof. Guarantor hereby agrees that all legal proceedings or actions arising out of this Guaranty may be heard and determined in any state or federal court serving Bonneville County, Idaho.

This Guaranty constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration of or amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Guarantor agrees to pay upon demand all of Supplier's costs and expenses, including Supplier's attorneys' fees and legal expenses, incurred in connection with the enforcement of this Guaranty. Costs and expenses include Supplier's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Guarantor also shall pay all court costs and such additional fees as may be directed by the court.

Guarantor further agrees that (i) Guarantor has read and fully understands the terms of this Guaranty, (ii) this Guaranty fully reflects Guarantor's intentions, and (iii) parol evidence is not required to interpret the terms of this Guaranty. If a court finds that any provision of this Guaranty is not valid or should not be enforced, the remaining portions of this Guaranty shall be enforced and deemed valid and enforceable.

Supplier shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by Supplier. No delay or omission on the part of Supplier in exercising any right shall operate as a waiver of such right or any other right. A waiver by Supplier of a provision of this Guaranty shall not prejudice or constitute a waiver of Supplier's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by Supplier, nor any course of dealing between Supplier and Guarantor, shall constitute a waiver of any of Supplier's rights or of any of Guarantor's obligations as to any future transactions. Whenever the consent of Supplier is required under this Guaranty, the granting of such consent by Supplier in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Supplier.

**GUARANTOR, ON BEHALF OF GUARANTOR AND GUARANTOR'S SUCCESSORS, ASSIGNS, AND HEIRS, WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ALL RIGHT TO TRIAL BY JURY OF ANY AND ALL CLAIMS BETWEEN GUARANTOR AND SUPPLIER ARISING UNDER THIS GUARANTY. IN MAKING THIS WAIVER, GUARANTOR ACKNOWLEDGES AND AGREES THAT ALL SUCH CLAIMS MADE BY SUPPLIER AGAINST GUARANTOR AND ALL CLAIMS MADE BY GUARANTOR AGAINST SUPPLIER SHALL BE HEARD BY A JUDGE OF A COURT OF PROPER JURISDICTION AND SHALL NOT BE HEARD BY A JURY. GUARANTOR ACKNOWLEDGES AND AGREES THAT THIS WAIVER OF TRIAL BY JURY IS A MATERIAL ELEMENT OF THE CONSIDERATION FOR SUPPLIER BEING WILLING TO EXTEND CREDIT OR OTHERWISE ENTER INTO A BUSINESS TRANSACTION WITH PURCHASER. GUARANTOR, WITH ADVICE OF COUNSEL, ACKNOWLEDGES THAT GUARANTOR IS KNOWINGLY AND VOLUNTARILY WAIVING A LEGAL RIGHT BY AGREEING TO THIS WAIVER PROVISION.**

Except when otherwise required by law, any notice that a party is required or may desire to give the other shall be in writing and may be sent by personal delivery or by mail (either (i) by United States registered or certified mail, return receipt requested, postage prepaid, or (ii) by Federal Express or similar generally recognized overnight carrier regularly providing proof of delivery), addressed as provided on the signature page hereto. Any notice so given by mail shall be deemed to have been given four (4) days following the date it is sent or, if sent by overnight courier, then upon receipt as evidenced by the overnight carrier's proof of receipt.



This Guaranty shall inure to and be for the benefit of Supplier and its successors and assigns, and shall be binding upon Guarantor and its successors, assigns, and legal representatives. Guarantor's obligations and liabilities hereunder shall not be affected by the change in the form of entity or status of Purchaser, whether such change is caused by the death of any person, admission of any new owner, member, or shareholder, the withdrawal of any owner, member, or shareholder, or by change in form of Purchaser from any other cause whatsoever.

In the event that any signature to this Guaranty or any amendment thereof is delivered by facsimile transmission or by other form of electronic delivery (including electronic signature or by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such electronic signature page were an original thereof.

Supplier's Address: Nevada Fuel Distributors, LLC.  
4495 W. Hacienda Ave, Suite 7A  
Las Vegas, NV 89118

Purchaser: \_\_\_\_\_  
State of Formation or Organization: \_\_\_\_\_  
Type of Entity: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned Guarantor has executed and delivered this Guaranty as of the date below set forth.

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

Printed Name: \_\_\_\_\_

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

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_