

COMPLETE ALL FIELDS
 All fields must be fully completed for a credit review to be initiated.

COMPANY INFORMATION




LEGAL BUSINESS NAME			FEDERAL TAX ID #		
ADDRESS		CITY		STATE	ZIP
PHONE		E-MAIL		FAX	
CHECK ONE <input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> PROPRIETORSHIP <input type="checkbox"/> LLC			YEARS IN BUSINESS		DUNS #

PRODUCT INFORMATION

 GASOLINE (All conventional or ethanol blends.)	ESTIMATED MONTHLY VOLUME:	CREDIT LINE DESIRED: \$
	 ULSD (All formulations, dyed or un-dyed)	ESTIMATED MONTHLY VOLUME:

CUSTOMER CONTACTS AND PREFERENCES **ACCOUNTING** **NOTIFICATIONS** **APP**


Customize who gets what for your Desert Fuels Account. Check all options that apply for each person.		INVOICES <input type="checkbox"/>	DRAFTS NOTICE <input type="checkbox"/>	MONTHLY STATEMENTS <input type="checkbox"/>	PRICING EMAIL DAILY <input type="checkbox"/>	WEEKLY MARKET UPDATE* <input type="checkbox"/>	ORDER CONFIRM* <input type="checkbox"/>	POWERFUEL IPHONE APP* <input type="checkbox"/>
NAME	EMAIL							
NAME	EMAIL							
NAME	EMAIL							

 ***Weekly Market Update** - Very brief updates on fuel market conditions.
  ***Order Confirmation** - Confirmation emailed with load details when order is confirmed.
  ***iPhone App** - Gives you the ability to order fuel and view order status & history from the iPhone app. Learn more at: powerfuel.desertfuels.com

ACH / EFT AUTHORIZATION

1. AUTHORIZATIONS. As an authorized representative of the Customer identified below: (A) I authorize Desert Fuels to initiate Automated Clearing House (ACH) / EFT debit and credit entries to Customer's bank account named to the right and (B) I authorize and direct said bank to promptly process all such entries.

2. TERMINATION. I agree and direct that (A) this authorization shall remain in full force and effect and can only be terminated following Customer's prior written notice to Desert Fuels, which prior notice period shall be the number of days as Customer's approved payment terms at the time, or 5 days, whichever is longer; and (B) no attempted termination by me shall affect debit entries initiated by Desert Fuels prior to or during such notice period, and I specifically direct the bank to promptly honor and process all such debits, and if the balance is less than Desert Fuels' debit entry, to straightaway transfer to Desert Fuels such balance.

CUSTOMER OR BUSINESS NAME	
SIGNATURE OF AUTHORIZED REPRESENTATIVE 	
PRINTED NAME OF AUTHORIZED REPRESENTATIVE	
TITLE	DATE
BANK NAME	BANK PHONE
NAME ON BANK ACCOUNT	
ACCOUNT #	ROUTING #



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TERMS AND CONDITIONS OF FUEL SALES

As an authorized representative of the business identified below ("Customer"), and as indicated by my signature immediately following the "Terms and Conditions of Fuel Sales" below, (i) I authorize Desert Fuels to investigate the Customer and/or its owner(s) identified on page one, "Customer Information," for their credit worthiness via credit bureaus or any other reasonable means, and (ii) I authorize the references listed on page one to release the Customer's and/or owner(s), as applicable, personal, business, or financial information to Desert Fuels.

Instructions: Please provide the information requested below. Alternatively, other material containing substantially similar types of information may be submitted with this form ("Customer Information.")

TERMS AND CONDITIONS OF FUEL SALES

1. PAYMENT TERMS. Payment terms for all fuel sales are cash-on-delivery (COD) unless Customer is granted a credit line with different payment terms, as solely determined by Desert Fuels. The granting of credit with different payment terms is not an agreement or promise to extend credit or payment terms, and Desert Fuels may, for any reason and without notice, reduce or terminate the payment terms and credit line granted Customer, and declare any amount then owed immediately due. Customer agrees to pay Desert Fuels upon demand a \$100 penalty for each check or attempted ACH returned unpaid.

2. LATE PAYMENT. Any payment not received when due shall after the due date accrue interest at 15% annually or at the maximum permitted legal interest rate, whichever is higher.

3. LIMITATION OF LIABILITY. Customer and Desert Fuels agree that, unless caused solely by Desert Fuels' gross negligence or intentional misconduct, Desert Fuels' total liability to Customer, its employees, and agents, arising out of any fuel sale, delivery, or delayed delivery by Desert Fuels to or for Customer shall not exceed the net profit earned or earnable by Desert Fuels for the fuel sale most directly linked to the alleged liability. DESERT FUELS AND CUSTOMER AGREE THAT NEITHER WILL BE LIABLE TO THE OTHER FOR LOSS OF USE, PROFIT, BUSINESS, OR BUSINESS INTERRUPTION OR DELAY, OR EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR COSTS ARISING OUT OF ANY ORDER, SALE, DELIVERY, OR DELAYED DELIVERY OF FUEL BY DESERT FUELS TO OR FOR CUSTOMER.

4. INDEMNIFICATION. Unless caused solely by Desert Fuels' gross negligence or intentional misconduct, Customer agrees to fully indemnify and hold harmless Desert Fuels, its employees, and agents from and against any loss, cost, damage, and expense resulting from claims for property damage, personal injury, bodily injury, death, or any other claim, at law or in equity, including attorneys' fees, arising out of any order, sale, delivery, or delayed delivery of fuel by Desert Fuels to or for Customer, or out of any re-sale or other conveyance of such or any other fuel to any party by Customer or its agents order. Customer agrees

this indemnification liability shall not be limited by any of its insurance limits or exclusions.

5. MEDIATION. Customer and Desert Fuels agree that if a dispute arises under this Agreement and it is not resolved between the parties, the complaining party shall provide the other written notice containing its claim and specifying in detail the actions or failures to act that are alleged to be contrary to this Agreement, and the parties will in good faith attempt to resolve the dispute. If after fifteen (15) days following the non-complaining party's notice of the claim, the dispute remains unresolved, the complaining party may submit the dispute to professional mediation which shall be conducted in the city and state of the complaining party's headquarters and under the voluntary Commercial Mediation Rules of the American Arbitration Association (AAA). The parties shall bear their own costs of mediation and shall equally share the costs due the mediator and AAA.

6. ARBITRATION. In the event mediation does not resolve the dispute, within fifteen (15) days of the conclusion of the mediation, the complaining party may, by notice to the other party, invoke arbitration as to the dispute. Arbitration shall be conducted in the city and state of the complaining party's headquarters by one (1) arbitrator pursuant to the Commercial Arbitration Rules of the AAA. The parties agree the arbitrator shall be an attorneys' well-versed in contract law and in good standing in the state where the arbitration is held. The parties agree that the arbitrator's decision shall be final and binding, and judgment may be entered upon it in any court having jurisdiction thereof. The parties shall bear their respective arbitration costs, and the non-prevailing party, as solely determined by the arbitrator, shall bear the costs due the arbitrator and AAA.

7. NO WAIVER, SEVERABILITY, AND CONSTRUCTION. A party's waiver of a breach of any of these Terms or Conditions does not waive any later breaches of the same or other Terms or Conditions. If a court finds any Term or Condition unenforceable, the parties request the court to modify it to best reflect its intent as drafted, and all remaining Terms and Conditions shall have full force and effect. The parties acknowledge and agree that these Terms and Conditions shall be construed as if both parties had sufficient opportunity to influence their drafting.

8. DURATION. Open until terminated with seven (7) days prior notice by either party to the other.

9. NOTICE. Notice by email, US mail, facsimile, personal delivery, or actual notice by any means shall be sufficient.

10. GOVERNING LAW AND VENUE. This Agreement is made and entered into in the State of New Mexico, and the validity and enforceability of this Agreement shall be governed by the laws of the State of New Mexico, except as expressly limited by the terms of this Agreement. Venue shall be in Bernalillo County.

Form with fields: AUTHORIZED SIGNATURE, PRINTED NAME, TITLE, CUSTOMER (LEGAL BUSINESS NAME), DATE