9080 Atlee Station Road
Mechanicsville, VA 23116
(804) 730-8353

CREDIT APPLICATION AND AGREEMENT REGARDING PURCHASE OF FUEL

Applicant Trade Name: _____
Street Address: _____Mailing Address:
City: _____State: _____ Zip: _____County: _____
Telephone No.: _____ Fax: _____Mobile Phone: _____
☐ Partnership ☐Proprietorship ☐Corporation Where Incorporated: _____When Incorporated:_____
Exact Legal Name of Corporation: _____
Years in Business: _____ Fed. ID No.: _____Email Address:_____

The undersigned hereby consent(s) to WOCO Oil Co., Inc.'s use of a business credit report on the above company. The undersigned hereby authorizes WOCO Oil Co., Inc. to utilize a credit report on the above company from time to time in connection with the extension or continuation of the business credit represented by this credit application.

Name of Principal/Owner: _____Soc. Sec. No.: _____Signature:_____
Home Address: _____ City: _____ State: _____Zip: _____
Name of Principal/Owner: _____Soc. Sec. No.: _____Signature:_____
Home Address: _____ City: _____ State: _____Zip: _____

Fuel Trade References

Name: _____
Address: _____
City, State, Zip: _____
Phone #_____ Fax # _____Acct #_____

Name: _____
Address: _____
City, State, Zip: _____
Phone # _____Fax # ___ _____Acct #:_____

Bank Reference

Name: _____
Address: _____
City, State, Zip: _____
Phone #_____Fax#_____
Bank Officer Contact Name:_____

Please advise Applicant's preferred credit limit below. NOTE that actual credit limit amount given to you by WOCO Oil Co., Inc. depends on Applicant's ability to meet WOCO Oil Co., Inc.'s criteria.

☐ Applicant desires the maximum credit limit available based upon its application and meeting WOCO Oil Co., Inc.'s criteria.
☐ Applicant a credit limit of: $_____

TERMS AND CONDITIONS

Secured Interest: The following constitute Applicant defaults: Non-payment in timely fashion of Applicant's indebtedness to WOCO Oil Co., Inc. bankruptcy, insolvency, or assignment for the benefit of creditors; misrepresentation in respect of any provision of this or any Agreement between WOCO Oil Co., Inc. and Applicant. In the event of default WOCO Oil Co., Inc. may declare all unpaid balances due.

Terms of Sale: All sales shall be final. **Terms of payment shall be as follows: Net 10 days EFT (Electronic Funds Transfer) or other terms of payment agreed to by WOCO Oil Co., Inc. and Applicant, except in instances where the approved credit limit has been exceeded. Applicant agrees not to take delivery of any product over and above the assigned credit limit, but may make written request for delivery over the credit limit, which WOCO Oil will consider. In all cases, outstanding invoices over and above the approved credit limit will become due immediately and scheduled to draft.** Interest at the rate of 12% per annum may be charged on all delinquent balances. Where a past-due account is placed with an attorney for collection, applicant agrees to pay all costs and expenses associated with such proceeding. The agreement shall be construed and governed by the laws of the State of Virginia. Applicant agrees that the courts of Virginia have personal jurisdiction over Applicant and subject matter jurisdiction over this Agreement. The Applicant agrees that any dispute over the Agreement (including but not limited to litigation) shall have as its exclusive and proper forum as Hanover County, Virginia. Applicant agrees that 15% of the outstanding balance placed for collection or the maximum allowed by state law, whichever is more, shall be assessed as a reasonable attorney's fee. Applicant promises to keep WOCO Oil Co., Inc. fully informed of any change of address or status in advance of such change. All prices are subject to change without prior notice. WOCO Oil will invoice Applicant for the sales price of products and all known applicable taxes and freight charges. Applicant will be liable for federal, state and local taxes and fees however designated, imposed or sought to be imposed on or with respect to purchases by Applicant from WOCO Oil. If Applicant claims an exemption for any taxes or fees, Applicant must provide WOCO Oil with a proper tax exemption certificate as authorized by the appropriate taxing authority. Applicant agrees to indemnify and hold WOCO Oil harmless from any tax, penalties, interest, or cost asserted against WOCO Oil as a result of its not collecting the taxes or fees from Applicant. **WOCO Oil reserves the right to discontinue shipments in the event information is obtained by WOCO Oil which, in its sole discretion, WOCO Oil deems to warrant termination of credit; to withdraw or amend any part or all on any quotation prior to acceptance; and to correct errors and omissions of any type in this or subsequent agreements, invoices, EFT notices or statements. The amount of credit WOCO Oil extends is subject to change or limitation without notice, before or after delivery of an order. Payment in advance may be required as a condition precedent to delivery.**

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Permission is granted as evidenced by my (our) signature(s) below, for WOCO Oil Co., Inc. or its agents to contact the references listed here on, or any other source now and from time to time for the purpose of obtaining credit information in connection with the extension or continuation of the business credit represented by this credit application. The creditor, bank, or lending institution contacted has my (our) permission to furnish WOCO Oil Co., Inc. with any and all information requested. The terms of this Agreement was jointly drafted by WOCO Oil Co., Inc. and Applicant and the language of all parts of this Agreement shall in all cases be construed as a whole according to their meaning and not strictly for or against either WOCO Oil Co., Inc. or Applicant. Further, the undersigned acknowledges that the terms of this Agreement are contractual and not a mere recital. The undersigned represents and warrants that they (a) have read this Agreement, including all Terms and Conditions; (b) accept the Agreement and Terms and Conditions; (c) have the authority to execute it on behalf of each party on whose behalf they have signed; and (d) understand its contents and are executing it freely and voluntarily with an intent to bind their respective parties to its terms.

Authorized Signature: _____Print Name:_____Title:_____Date_____

STATE OF _____
COUNTY OF _____
On _____(date), before me personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

_____
Notary Public
(NOTARIAL SEAL)
My commission expires:_____

Authorized Signature: _____Print Name:_____Title:_____Date_____

STATE OF _____
COUNTY OF _____
On _____(date), before me personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

_____
Notary Public
(NOTARIAL SEAL)
My commission expires:_____

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Unconditional Guaranty

In order to induce WOCO Oil Co., Inc., its successors or assigns, (hereinafter "Seller") to extend credit pursuant to the Agreement to _____, (hereinafter "Customer") and other good and valuable consideration, the undersigned GUARANTOR(S) (Hereinafter collectively termed "Guarantor"), in consideration, do hereby unconditionally guarantee to WOCO Oil Co., Inc., its successors or assigns, which guaranty is JOINT and SEVERAL if more than one guarantor, the due and punctual payment of all liabilities and obligations of customer when the same shall become due whether by acceleration, extension or modification or otherwise and waive all notice, presentation for payment, demand, protest, notice of protest, nonpayment and dishonor and any requirement that any action be brought against the customer or any other person(s) or to require that resort be had to any security before enforcing this guaranty (hereinafter "Guaranty"). This is a guaranty of payment and performance and not of collection, so Seller can enforce this Guaranty against Guarantor even when Seller has not exhausted Seller's remedies against anyone else obligated to pay the indebtedness or against any collateral securing the indebtedness, this Guaranty or any other guaranty of the indebtedness. Under this Guaranty, Guarantor's liability is unlimited and Guarantor's obligations are continuing. In all cases where there is more than one Guarantor or when this Guaranty is executed by more than one Guarantor, then the word "Guarantor" shall mean all and any one or more of them.

THIS IS A "CONTINUING GUARANTY" UNDER WHICH GUARANTOR AGREES TO GUARANTEE THE FULL AND PUNCTUAL PAYMENT, PERFORMANCE AND SATISFACTION OF THE INDEBTEDNESS OF CUSTOMER TO SELLER, NOW EXISTING OR HEREAFTER ARISING OR ACQUIRED, ON AN OPEN AND CONTINUING BASIS. ACCORDINGLY, ANY PAYMENTS MADE ON THE INDEBTEDNESS WILL NOT DISCHARGE OR DIMINISH GUARANTOR'S OBLIGATIONS AND LIABILITY UNDER THIS GUARANTY FOR ANY REMAINING AND SUCCEEEDING INDEBTEDNESS EVEN WHEN ALL OR PART OF THE OUTSTANDING INDEBTEDNESS MAY BE A ZERO BALANCE FROM TIME TO TIME.

Guarantor further agrees that all guarantors shall be jointly and severally bound and that the release of any one or more of said guarantors, sureties or endorsers, or the securing or release of any other guarantors, sureties or endorsers or the taking or release of any other collateral as security for this instrument or the extension, modification, or amendment of any terms of Customer's obligation shall not release or affect the liability of the said guarantors in any manner whatsoever and said guarantors waive notice of acceptance of this guaranty and any such extension, modification or amendment.

Further, the said guarantor(s) agree that in the event Seller or the holder of this instrument shall institute any legal proceedings or incur any cost, expense or attorney's fees in exercising any of the holder's rights or remedies upon default, such cost and expense and/or attorney's fees up to the maximum amount allowable by law or 15% of the outstanding balance placed for collection, whichever is more, shall be assessed and the undersigned shall be liable for the payment thereof as an additional obligation under this guaranty. The agreement shall be construed and governed by the laws of the State of Virginia. Guarantor agrees that the courts of Virginia have personal jurisdiction over Guarantor and subject matter jurisdiction over this Guaranty. The Guarantor agrees that any dispute over the Agreement (including but not limited to litigation) shall have as its exclusive and proper forum as Hanover County, Virginia.

This Guaranty shall inure to the benefit of the Seller and its successors and assigns, and shall be binding upon the Guarantor, Customer and their/its successors and assigns, respectively.

IN TESTIMONY WHEREOF, each individual Guarantor has hereunto set his hand and adopted as his seal the word "SEAL" appearing beside his name, this day and year here below written.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGES TO FOLLOW

9080 Atlee Station Road
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DATE: _____

_____(Seal) Social Security # _____

_____(Seal) Social Security # _____
(Spouse)

State of: _____

County of: _____

On _____(date), before me personally appeared _____and_____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

_____ My Commission Expires:_____
Notary Public Signature

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Electronic Funds Transfer (EFT) Authorization Agreement

Customer _____ Customer Fed ID Number _____

Street Address _____ City/State/Zip Code _____

Fax Number _____ Customer Accounting Contact _____ Telephone _____

The above-named Customer hereby authorizes WOCO Oil Co., Inc. (54-1613360) to initiate electronic funds transfers ("EFT") from the Bank/Financial Institution named below for the withdrawal of funds ("Debit Entries") to effect payment by Customer for invoices due.

Bank/Financial Institute/Branch _____ Transit Routing Number (ABA) _____

Street Address or PO Box _____ Bank Account Number _____

City/State/Zip Code _____ Bank Contact Name / Telephone Number _____

I understand that this authorization will be in effect until I notify my financial institution in writing that I no longer desire this service, allowing it reasonable time to act on my notification. I also understand that if corrections in the debit amount are necessary, it may involve an adjustment (credit or debit) to my account.

I have the right to stop payment of the debit entry by notifying my financial institution before the account is charged. If an erroneous entry is charged against my account, I have the right to have the amount of the entry credited to my account by my financial institution if, within 15 calendar days following the date on which I was sent a statement of account or a written notice of each entry or 45 days after posting, whichever occurs first. I give my financial institution a written notice identifying the entry, stating that it is in error and requesting credit back to my account.

This Authorization is nonnegotiable and nontransferable.

Customer _____ Date _____ Witness _____ Date _____

Version Date 06/01/2012