

DUKE OF OIL, LTD.

(And its subsidiaries)

FLEET CREDIT APPLICATION AND CREDIT AGREEMENT

General Information (must fill out completely to obtain credit)

Full legal company name of applicant		
DBA or AKA	Subsidiary of	
Headquarters Name and Physical Address (Do not include P.O. Box number)		
Billing Address (if different from above)		
Billing Contact	Applicant's Phone Number	Applicant's Fax Number
Principal(s)/Authorized Officer(s)	Title(s)	
Applicant's Taxpayer ID Number (TIN, FEIN, or SSN)	Type of Business	
In Business Since (mm/dd/yyyy)	Year of Incorporation (yyyy)	Fiscal Year Start (mm)
Type of Entity: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> LLC <input type="checkbox"/> PC <input type="checkbox"/> Other		
Is this business tax exempt? <input type="checkbox"/> NO <input type="checkbox"/> YES (if yes, attach form)		

Bank Information (must fill out completely to obtain credit)

Primary Business Bank	Address	City	State	Zip + 4
Bank Contact Person	Phone Number	Commercial Account Number		

Credit Card Information (must fill out completely to obtain credit)

Credit Card Company	Full Account Number	Full Legal Name on Account	Expiration Date
Full Address Listed on Credit Account	Security Code	Authorized person's signature	

Vendor Reference Information (Other Vendor's from whom you receive credit) (must fill out completely to obtain credit)

Vendor Name	Contact and Phone Number	Fax Number	City/State
Vendor Name	Contact and Phone Number	Fax Number	City/State

Authorized Party Information (must be filled out completely to obtain credit) Designate the person(s) authorized to receive all reports and other information we provide from time to time and to take action with respect to your account and account access. This is also the party designated by your company to provide all fleet vehicles, driver, and other information we may request.

Contact Name and Title	Address	
Phone Number	Fax Number	email address

Services Requested (must be filled out completely to obtain credit)

Number of Vehicles to be serviced on this account: _____

Please circle the locations you would like to use your Fleet Account at:

INDIANA: Munster, Highland, Griffith, Hammond, Merrillville, Hobart, Valparaiso, Plymouth

ILLINOIS: Bradley, Westmont, Palatine, Mt. Prospect

Agreement

I hereby certify that the information provided herein is complete and accurate, and that I am authorized to act on behalf of the company listed herein (the "Company"). I further acknowledge and understand that any false or misleading information may constitute fraud under applicable law. I hereby authorize the financial institution and Vendors references listed in this credit application to release any and all information to The Duke of Oil, LTD and its subsidiaries needed to verify the information contained herein. I also fully understand and agree that by executing this Agreement, I am specifically requesting The Duke of Oil, LTD and its subsidiaries to provide services to the Company on an open account basis. However, The Duke of Oil, LTD and its subsidiaries reserves the right to set a specific credit limit for the account and to place a hold on the account when it deems necessary. I further agree that all invoices of The Duke of Oil, LTD and its subsidiaries shall be due and payable within thirty (30) days of mailing. Any balance remaining unpaid after its due date shall incur interest in the amount of one and one-half (1 ½%) per month [eighteen percent (18.0 %) per annum] until paid in full. I further agree that The Duke of Oil, LTD and its subsidiaries shall be authorized to charge the credit card account listed above to pay for any and all invoices that remain unpaid forty-five (45) days past its due date. Further, The Duke of Oil, LTD and its subsidiaries shall be entitled to recover all incurred costs if payment in full is not timely made, including, but not limited to, court costs, attorneys fees, employee time, and all other costs or expenses relating to legal action. This Agreement shall be controlled by the laws of the State of Indiana and the Parties hereby agree any legal action relating to this agreement shall be brought in the Superior Court of Lake County, Indiana, and that the Court therein shall have jurisdiction over any such matter.

Date

Authorized Person's Signature

Authorized Person's Printed Name

Company Name/Title of Authorized Person



**FLEET CREDIT APPLICATION AND CREDIT AGREEMENT
PERSONAL GUARANTEE
(must be completed to obtain credit)**

In consideration of The Duke of Oil, LTD and its subsidiaries agreeing to provide services under the Fleet Credit Application and Credit Agreement (as the same may be hereafter modified, extended or amended, the "Agreement") to the above Company who has applied for such services, the undersigned guarantor ("Guarantor") hereby agrees to unconditionally personally guarantee payment and performance under any account established pursuant to this application and of any obligation of the Company, in the event the above Company fails to do so. This is a guaranty of payment and not merely of collection. Guarantor agrees to pay, upon demand, any amount owed by the Company to The Duke of Oil, LTD and its subsidiaries due under the Agreement. The Duke of Oil, LTD and its subsidiaries shall not be required to initiate any action against, nor exhaust any remedies with respect to the Company or any other guarantor prior to making demand upon Guarantor. Guarantor hereby waives any notices regarding the Company's account or this guaranty and agrees that this guaranty shall be applicable until the Fleet Credit Agreement has terminated and all amounts due have been paid in full. Guarantor agrees that in the event the account is not paid as agreed, The Duke of Oil, LTD and its subsidiaries may report Guarantor's liability for and the status of the account to credit bureaus and others who may lawfully receive such information. Guarantor hereby agrees that The Duke of Oil, LTD and its subsidiaries may extend the time for payment and release any other security for the agreement without affecting in any way the obligations of Guarantor. Guarantor waives any and all suretyship defenses. Personal credit of Guarantor will be used in making a credit decision and Guarantor hereby authorizes The Duke of Oil, LTD and its subsidiaries to obtain a consumer credit report of Guarantor. Direct inquiries of businesses where the undersigned maintains accounts may also be made. In the event this application is denied based upon information in a consumer credit report of Guarantor, Guarantor authorizes The Duke of Oil, LTD and its subsidiaries to report the reason for the denial to the Company.

Guarantor's Signature

Date: _____

Print Name: _____

Date of Birth: _____

Social Security No.: _____

Guarantor's Residential Address – street, city, state, zip: _____
(Do not include P.O. Box) _____

Phone Number: _____

Return all three (3) completed pages of the Fleet Credit Application and Credit Agreement to:

**The Duke of Oil, LTD.
8204 Calumet Avenue
Munster, IN 46321
(219)836-1043**