



PHILLIPS ENERGY, INC. COMMERCIAL CREDIT APPLICATION

2586 George Washington Memorial Highway
 18404 John Clayton Memorial Highway
 P.O. Box 726
 Gloucester Point, VA 23062
 www.phillipsoilandgas.com
 804-642-2166(Phone) 804-642-0244 (Fax) 804-725-9020 (Mathews Office)

IMPORTANT TAX INFORMATION: TAX EXEMPT?
 FEDERAL AND STATE LAWS REQUIRE YOU TO FILE EXEMPTION CERTIFICATES WITH
 PHILLIPS ENERGY, INC. PRIOR TO ANY TAX-EXEMPT PURCHASES.

REFERRED BY:	PHILLIPS ENERGY, INC. SALES REPRESENTATIVE:
APPLICATION DATE:	ACCOUNTS PAYABLE CONTACT:

GENERAL INFORMATION

Legal Name of Business:	Trade Name (DBA):		
Business Delivery Address:	City:	State:	Zip:
Mailing Address:	City:	State:	Zip:
Phone: ()	Fax: ()	Cell: ()	Email:
TYPE OF BUSINESS	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Proprietorship
Fed ID/SSN #:			
Incorporation Date: / / (mm/dd/yyyy)	If subsidiary, parent company name:		

BANKING INFORMATION

Name/ACCT #:	Name/ACCT #:
Address:	Address:
Officer to Contact:	Officer to Contact:
Phone: ()	Fax: ()
Phone: ()	Fax: ()

PROPRIETOR, PARTNERS OR CORPORATE OFFICERS Please provide an alternate address where we may reach you.

Name:	Social Security #:	Name:	Social Security #:
Title:	Phone: ()	Title:	Phone:
e-mail:	Cell: ()	e-mail:	Cell: ()
Street:	Street:		
City, State, Zip:	City, State, Zip:		

REFERENCES

REFERENCE #1 Firm Name:	Account#
Address:	City: State: Zip:
Contact:	Phone: () Fax: ()
REFERENCE #2 Firm Name:	Account#
Address:	City: State: Zip:
Contact:	Phone: () Fax: ()
REFERENCE #3 Firm Name:	Account#
Address:	City: State: Zip:
Contact:	Phone: () Fax: ()

Credit Line Requested: _____
 *Request for credit line over \$20,000 requires last fiscal year financial statement and may require personal guarantee.

CREDIT INFORMATION Financial Statement Enclosed*
 Yes No

***Any financial information submitted with this application will facilitate the establishment of your account and will be relied upon by Phillips Energy, Inc. Any such information will be kept strictly confidential.**

Permission is herewith granted to obtain credit information from all listed references, credit reporting agencies and banking institution(s). All financial information submitted in support of this new account and credit application is true and complete in all respects.

Please Sign below: Signature required by Company Officer. I (we) have read the "Account Terms and Agreements", and having authority to act on behalf of the company. I (we) agree to all of those terms and agreements. Further, we authorize you to share the information contained in this application with your affiliates for purposes of account set up and establishment of credit.

X	Title:	Date:
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Signature of Authorizing Officer (required) Please Print Officer Name here:

X	Title:	Date:
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Signature of Authorizing Officer (required) Please Print Officer Name here:

Commercial Account Terms and Agreements

This agreement covers your credit account with Phillips Energy, Inc. In this agreement, the words "you", "your" and "customer" refer to each individual person, firm, corporation or business entity (jointly and severally if more than one) who applied for and/or uses the account. "We", "Us", "Our", and "Phillips" refer to Phillips Energy, Inc. "Purchase" and "Transaction" refers to all charges applied to your account.

A. LOANED TANK AND EQUIPMENT – You understand if you are issued loaned equipment from Phillips you will be required to sign and abide by the terms of our loaned tank and equipment agreement in addition to the terms outlined in this agreement.

B. SAFETY/REGULATORY AGREEMENTS – You agree to allow Phillips to operate within required regulatory and safety policies and will not prevent us from doing so during any operations of our service to you or your account.

C. AGREEMENT TO PAY - When you use your account or permit someone else to use it for a purchase, you agree to pay the total amount of the purchase. You also agree to pay finance charges and other charges that may be due on your account.

D. CREDIT LIMIT - You agree to make purchases only up to your assigned credit limit. We reserve the right to increase or decrease your limit at any time.

E. INVOICES - For each purchase you will receive an invoice. Copies of delivery tickets left at point of delivery and receipts printed at the retail pumps from Proprietary Card use are invoices. Service and installation invoices will be mailed to the address on your account or provided directly to you. Payment for service and installation invoices is due upon receipt.

F. STATEMENTS (all accounts except Proprietary Card accounts) - Each month in which you have a balance you will receive a statement showing the total of unpaid invoices. All balances on your statement are due on or before the 20th of the month.

G. PAYMENTS - You agree to pay for each purchase in full. All payments must be made in U.S. Dollars to the address shown on your invoice or statement.

H. FINANCE CHARGES – Finance charges in the amount of 1 and ½ % monthly (18% per annum) will be applied to any unpaid balances on your account the 21st of each month for any invoices dated on or before the last day of the preceding month.

I. RETURN CHECK FEES - If you make a payment on your account with a check and the check is returned to us unpaid, you agree to pay a returned check fee of \$35.00.

J. CHANGE OF ADDRESS - You agree to notify us in writing of any change in your address. In the absence of any written notice from you of a change in address, we will have fulfilled any duty to give you any required notice or statement by sending it to you at the address shown on our records.

K. COLLECTION COSTS - If you do not pay us as required by this agreement, you agree to pay all of our collection costs, including reasonable attorney's fees, agreed to be 33 1/3% of the then outstanding balance due on your account, plus related collection expenses and all costs of court and you waive the privilege of being sued in your county of residence. It is stipulated and agreed that the courts, general district and circuit, of the County of Gloucester, Virginia shall be an appropriate venue for any actions at law between the parties and especially for any actions to collect sums alleged owing on open account from buyer to Phillips Energy, Inc., but this shall be non-exclusive and shall not preclude the use of other appropriate venues pursuant to Virginia law. This provision shall be material to any decision to extend credit to buyer based upon this credit application.

L. CHANGE IN TERMS - We may change the terms of this agreement at any time, to the extent permitted by law. The new terms (including finance charge or other charges) will at our option apply to the balance of your account when the new terms become effective and will apply to all purchases made after that date. If notice of the new terms is required by law, we will send the notice to your address shown in our records.

M. WAIVER - Our failure to exercise, or our delay in exercising any of our rights under this agreement for any reason, does not mean that we will be unable to exercise those rights at a later date or time.

N. SEVERABILITY - The invalidity of any provision of this agreement shall not affect the validity of any other provision.

O. GOVERNING LAW - Except to the extent they are governed by federal laws, this agreement and your account with us are governed by the laws of the Commonwealth of Virginia.

P. PROPRIETARY CARD TERMS -

I. You agree to follow all posted instructions for the fueling of vehicles or equipment, and will comply with all posted safety and emergency procedures and notifications.

II. You agree with the following terms in addition to those previously listed in this agreement:

- a. You agree to review all Proprietary Card charges on your account as outlined in your statement provided by Phillips Energy, Inc. and to notify Phillips Energy, Inc. no later than ten (10) calendar days after the date of statement of any errors or disputes with respect to transactions and other information reflected therein. After ten (10) calendar days, you will be responsible for each undisputed Proprietary Card purchase.
- b. You hereby accept the obligation and responsibility for payment for all fuel registered through Phillips Energy, Inc. card account number(s) assigned to you by us. You will notify us of any lost card immediately upon determination that Phillips Energy, Inc. card has been lost or stolen. Notice may be given orally but must be confirmed in writing within 24 hours by registered or certified mail, personal delivery, or fax. You agree to pay for all products delivered through the Phillips Energy, Inc. card system prior to such notice. Fees for replacement card(s) will be \$2.00 for the first and \$5.00 for any additional.
- c. You agree that, depending on your purchase volume, you will receive either bi-monthly or monthly statements. Payment for bi-monthly statement accounts will be due on the 1st and 15th of each month. Payment for monthly statement accounts will be due on the 20th of each month.
- d. You understand that if you have not paid your balance by the due date on your statement, all card(s) on your account will be locked out for use unless you guarantee payment by placing a credit or debit card on file with Phillips Energy, Inc. You understand that if Phillips Energy, Inc. has to charge your card on file, your Proprietary Card discounts will be taken off of all purchases currently owed on your account. You understand that if the credit or debit card on file is declined, your card(s) will be locked out for use and your account will be placed on hold and your account will have finance charges assessed as outlined in Section I.
- e. You understand if a Phillips Energy, Inc. card is locked out, written request must be made to reinstate a Phillips Energy, Inc. card or account. We reserve the right to refuse to reinstate on any account. No canceled account may be reinstated unless all monies owed are paid, including all charges and fees. A charge will be made to reinstate any account in the amount of \$35.00.

III. Proprietary Card accounts may be cancelled upon 24 hour written notice by you. Should you cancel your account, all monies due will be paid within ten (10) calendar days of such cancellation. Upon notice of such cancellation, you shall return all Phillips Energy, Inc. cards to us.

IV. Phillips maintains the absolute right, exercisable in its sole discretion, to interrupt or terminate use of any and all cards issued to customer.

V. Customer warrants that it is a governmental body or a licensed commercial enterprise, and that the system shall be used only by the commercial enterprise or governmental body in its business, and the fuel obtained will not be made available for personal use.

VI. Cards are to be used solely for the conduct of customer's business by the employees of customer. It shall be customer's responsibility to ensure that its employees use the card in compliance with customer's business policies and these Account Terms and Agreements. Any dispute in this regard shall be resolved between customer and its employees. Customer shall still be responsible to Phillips for payment of all such charges.

VII. You accept any and all liability arising or resulting from misuse, unauthorized use, loss, or theft of any Phillips Energy, Inc. card(s) resulting in access to the Phillips Energy, Inc. card system maintained and operated by Phillips Energy, Inc. You also accept any and all liability resulting from all petroleum product spills due to negligence or misuse including but not limited to spill clean up costs. You understand that the rights conferred herein allow you access to and use of products and in consideration for the duties of you under this agreement

I Have Read And I Acknowledge That I Understand And Agree, Both On My Own Behalf And On Behalf Of Any Other Person, Firm, Entity Or Corporation, To Be Obligated To Phillips Energy, Inc. under This Credit Agreement.

Authorized Company Representative Signature: _____ Date: _____

Name: _____ Title: _____

Phillips Energy, Inc. Commercial Account Credit Application Guarantee (submit only if required)

CONTINUING GUARANTY (INDIVIDUAL)

Please Note: This Individual Continuing Guaranty may be required of the principal applicant(s) who is (are) the principle(s) or owner(s) of a small and/or closely held corporation or limited liability company where the corporation/LLC has insufficient credit, capital or capacity to support, on its own, the requested credit line. Please do not execute or forward this Individual Continuing Guaranty to Phillips Energy, Inc. until required.

In consideration of the extension of credit to _____ (name of business), and to induce the extension of credit, the undersigned do(es) hereby personally guarantee to Phillips Energy, Inc. (hereafter called the Company) the prompt payment, when due, of every claim, credit charge, account past-due service charge or money due which may currently exist and/or hereafter arise in favor of the Company against _____ (name of business). This is a continuing guaranty and shall remain in force until revoked by me (us) by notice in writing to the Company, but such revocation shall be effective only as to claims of the Company which arise out of the transactions entered into after its receipt of such notice. This guaranty shall bind and inure to the benefit of, as the circumstances may require, not only to the immediate parties hereto but their respective heirs, executors, administrators, personal representatives, successors and assigns, as well. This obligation shall cover the renewal of any claim, credit charge, account, or money due guaranteed by this instrument or extension of time payments thereof, and shall not be affected by any surrender or release by the Company of any other security held by it for any claim hereby guaranteed. The undersigned further agree(s) to pay any and all reasonable collection agency, attorney, and/or court costs whether or not litigation is instituted for collection thereof, and if litigation is instituted for collection thereof, and if litigation is instituted for collection, such reasonable attorney fees as the court may award, including any attorney fees on appeal.

Signature of Guarantor _____ Print Name _____

SSN: _____ - _____ - _____ Address: _____

Signature of Guarantor _____ Print Name _____

SSN: _____ - _____ - _____ Address: _____

Signatures(s) of Guarantor(s) are required to be either notarized or witnessed by two (2) witnesses.

Witness Signature: _____ Print Name _____

Witness Signature: _____ Print Name _____

State of: _____ County of _____

I, _____, do hereby certify that [name(s)] _____

_____ personally appeared and executed this Guaranty before me this _____ day of _____,

In the year of _____.

Signature of Notary Public: _____ [SEAL] Notary Registration Number: _____



PHILLIPS ENERGY, INC. COMMERCIAL ACCOUNT INFORMATION

2586 George Washington Memorial Highway
18404 John Clayton Memorial Highway
P.O. Box 726
Gloucester Point, VA 23062
804-642-2166(PHONE) 804-642-0244 (FAX) 804-725-9020 (Mathews Office)

DIESEL AND GASOLINE DELIVERY INFORMATION

Account Name: _____ Account Number: _____

Delivery Address # 1:

Fuel Type # 1: _____ Tank Size: _____ Annual Usage: _____

Fuel Type # 2: _____ Tank Size: _____ Annual Usage: _____

Fuel Type # 3: _____ Tank Size: _____ Annual Usage: _____

Delivery Address # 2:

Fuel Type # 1: _____ Tank Size: _____ Annual Usage: _____

Fuel Type # 2: _____ Tank Size: _____ Annual Usage: _____

Fuel Type # 3: _____ Tank Size: _____ Annual Usage: _____

Delivery Type: Automatic/Keep Fill Will Call/Manual Watch

PLEASE DESCRIBE SEASON OR MONTHLY FLUCTUATIONS:

PROPANE CUSTOMER INFORMATION (ALL PROPANE CUSTOMERS MUST SIGN SAFETY DOCUMENTATION. PROPANE CUSTOMERS WITH LOANED TANKS ARE REQUIRED TO SIGN LOANED TANK AGREEMENT.)

Tank # 1 Size & Location: _____ Underground Above Ground

Tank # 2 Size & Location: _____ Underground Above Ground

Tank # 3 Size & Location: _____ Underground Above Ground

Appliances Used: Heat (100% Gas Heat) Backup Heat Room Heater Hot Water Cooking Logs Pool Heater Grill
Dryer Generator Other

Type of heating unit(s): Boiler Furnace Gas Pack Date of last service and cleaning: ____/____/____

Annual Gallons Used: _____ Current Tank %: _____ Last Delivery Date: ____/____/____ Amt: _____

Delivery Type: Automatic/Keep Fill Will Call/Manual Watch

OIL/KEROSENE/FUEL CUSTOMER INFORMATION (CUSTOMERS WITH LOANED TANKS AND/OR PUMPING EQUIPMENT ARE REQUIRED TO SIGN A LOANED TANK AND/OR EQUIPMENT AGREEMENT.)

Tank # 1 Size, Fuel Type & Location: _____ Underground Fill Pipe Location _____ Above Ground

Tank # 2 Size, Fuel Type & Location: _____ Underground Fill Pipe Location _____ Above Ground

Tank # 3 Size, Fuel Type & Location: _____ Underground Fill Pipe Location _____ Above Ground

Oil Heat Oil Hot Water Oil Backup Heat (Check all that apply)

Type of heating unit: Boiler Furnace Oil Pack Date of last service and cleaning: ____/____/____

Annual Gallons Used: _____ Current Tank %: _____ Last Delivery Date: ____/____/____ Amt: _____

Delivery Type: Automatic/Keep Fill Will Call/Manual Watch

HVAC

Air Conditioning Equipment: Heat Pump Straight AC Date of last service and cleaning: ____/____/____

Current HVAC service provider: _____ May our HVAC department contact you? Yes No

ADDITIONAL RELEVANT INFORMATION

INTERNAL USE ONLY

Zone: _____ LP K Factor _____ LP Baseload _____ Heating Oil/Kerosene K Factor _____ Starting Degree Day _____
Bi-Monthly Statement Yes No Monthly Statement Yes No

PHILLIPS ENERGY, INC. COMMERCIAL PROPRIETARY CARD INFORMATION

COMPANY NAME: _____

	VEHICLE #	VEHICLE DESCRIPTION	PIN # (4-6 DIGITS)	ODOMETER REQUIRED	PRODUCT RESTRICTION?
1				Yes <input type="checkbox"/> No <input type="checkbox"/>	
2				Yes <input type="checkbox"/> No <input type="checkbox"/>	
3				Yes <input type="checkbox"/> No <input type="checkbox"/>	
4				Yes <input type="checkbox"/> No <input type="checkbox"/>	
5				Yes <input type="checkbox"/> No <input type="checkbox"/>	
6				Yes <input type="checkbox"/> No <input type="checkbox"/>	
7				Yes <input type="checkbox"/> No <input type="checkbox"/>	
8				Yes <input type="checkbox"/> No <input type="checkbox"/>	
9				Yes <input type="checkbox"/> No <input type="checkbox"/>	
10				Yes <input type="checkbox"/> No <input type="checkbox"/>	
11				Yes <input type="checkbox"/> No <input type="checkbox"/>	
12				Yes <input type="checkbox"/> No <input type="checkbox"/>	
13				Yes <input type="checkbox"/> No <input type="checkbox"/>	
14				Yes <input type="checkbox"/> No <input type="checkbox"/>	
15				Yes <input type="checkbox"/> No <input type="checkbox"/>	
16				Yes <input type="checkbox"/> No <input type="checkbox"/>	
17				Yes <input type="checkbox"/> No <input type="checkbox"/>	
18				Yes <input type="checkbox"/> No <input type="checkbox"/>	
19				Yes <input type="checkbox"/> No <input type="checkbox"/>	
20				Yes <input type="checkbox"/> No <input type="checkbox"/>	
21				Yes <input type="checkbox"/> No <input type="checkbox"/>	
22				Yes <input type="checkbox"/> No <input type="checkbox"/>	
23				Yes <input type="checkbox"/> No <input type="checkbox"/>	
24				Yes <input type="checkbox"/> No <input type="checkbox"/>	
25				Yes <input type="checkbox"/> No <input type="checkbox"/>	